

REQUEST FOR PROPOSALS (RFP)

The Town of Butner, North Carolina, is seeking proposals from qualified firms interested in providing Disaster Debris Monitoring Services within the Town's jurisdiction in the event of a natural disaster.

Interested firms are invited to submit sealed proposals (in the required quantity and format) for providing **Disaster Debris Monitoring Services** for the Town of Butner by **2 pm, Tuesday, October 29, 2019**, to the following address:

TOWN OF BUTNER
Attention: Susan Hiscocks, Finance Director
415 –A Central Avenue
PO Box 270
Butner, NC 27509

Hours of Operation: 8:00 a.m. to 5:00 p.m. (EST) Monday through Friday
Telephone: 919-575-3033
Email: shiscocks@butnenc.org

A complete version of the Request for Proposals, can be found at www.butnenc.org or by contacting Finance Director Susan Hiscocks at shiscocks@butnenc.org.



REQUEST FOR PROPOSALS
DISASTER DEBRIS MONITORING SERVICES

For additional information:
Susan Hiscocks, Finance Director
415-A Central Avenue
Butner, NC 27509
919-575-3033
Email: shiscocks@butnernc.org

I. INTRODUCTION

Located in the North Carolina Piedmont, the Town of Butner, (pop. 7,820) consists of 8,900 acres (13.9 miles). It lies in the southwest area of Granville County and is split by Interstate 85.

The Town of Butner is requesting proposals from a qualified firm to perform disaster debris monitoring services within the Town’s jurisdiction in the event of a natural disaster. As set forth by FEMA, each community should be prepared in advance for such an occurrence.

Acceptance by the Town of Butner of any submittal to this Request of Proposal (RFP) for Disaster Debris Monitoring Services shall not constitute or warrant a contract. The Town of Butner is not responsible for the cost associated with preparing a proposal and/or participating in an interview.

All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the Town. No work effort will begin without written authorization (Notice to Proceed) from the Town. No retainer shall be paid in order to keep the contract in effect.

II. GENERAL REQUIREMENT

- A. Submit one (1) original **and** four (4) copies in a sealed container of the response to this RFP.
- B. Proposers are to include all applicable requested information and are encouraged to include any additional information they wish to have considered.

III. SCOPE

Town of Butner, hereinafter called “Town”, in order to deal with a major storm, disaster, or other event will receive professional service proposals for a pre-event contract for Disaster Debris Monitoring Services. The Town seeks proposals from qualified contractors with extensive experience in disaster and debris removal monitoring services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Proposers shall include in their proposal any other typical costs or items they may be aware of which is not included in this Request for Proposals but may be necessary during a disaster removal monitoring operation.

Proposers should be as self-sufficient as possible. Restaurants and lodging establishments are limited. Fueling stations are also of limited number and may be affected by storms creating the need for a contract under this RFP. Electrical outages in portions of the Town following substantial event could exceed seven (7) days.

The Town intends to have a committee evaluation process which may include interviewing 2-3 potential contractors.

IV. EVALUATION CRITERIA

The following criteria will be the basis on which contractors will be selected for further consideration:

<u>Submittal:</u>	<u>Weight in Evaluation</u>
References and Experience:	25%
<p>A narrative describing experience and qualifications in similar contracting situations with supporting data to include jobs completed and references complete with contact information. A list of all current contracts and a list of all disaster debris monitoring services experience (Work History) in the state of North Carolina for the past ten years. Please include customer contact information. You may include limited out of state information.</p>	
Technical Approach:	30%
<p>A narrative describing your firm’s approach to the specified work activities and provide a narrative of the project work plans (Pre-event planning, field operations, communications, work site safety, etc.) that will be developed for the project. Demonstrate understanding of FEMA and FHWA program monitoring and documentation requirements.</p>	
Personnel/Equipment:	25%
<p>Proposal of how your firm will ensure sufficient personnel and equipment dedicated to disaster debris monitoring services to meet various levels of need depending on the level of disaster and amount of debris. Please do not list rented equipment or equipment owned by others (including subcontractors). If leased equipment is listed, please provide a copy of the lease contract as proof of availability. Provide organizational chart and summary of key project staff qualifications, and experience with similar projects.</p>	
Reasonableness of Price:	20%
<p>Complete Fee Schedule attached</p>	

Proposals shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 ½ x 11 size pages.

Proposer shall submit one (1) original **and** four (4) copies of their response to this RFP in a sealed carton clearly marked “Town of Butner-Disaster Debris Monitoring Services RFP”.

Questions will be accepted by e-mail about this RFP until Friday, October 18, 2019 no later than 5 p.m. to Susan Hiscocks, Finance Director (shiscocks@butnenc.org). No questions will be accepted after this time. Responses to questions and any addenda will be posted on the Town Website by Tuesday October 22, 2019 at 5 p.m. Any addenda and clarifications will be issued prior to 5 p.m. Wednesday, October 23, 2019.

All submittals shall be received by the Town no later than 2 p.m. on Tuesday, October 29, 2019.

All proposals shall be submitted to the Town of Butner, Finance Department, P.O. Box 270, 415-A Central Ave., Butner, NC 27509. Any responses not received by the appointed date and correct location will be rejected. Proposals faxed or e-mailed will be rejected.

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

V. SAMPLE PRE-EVENT AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES (The Town reserves the right to alter or amend the sample provisions below.)

A. SCOPE

The Contractor is to perform the work as defined in the Request for Proposals and amendments, if any. The Request for Proposals is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

B. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor’s Proposal which have been incorporated by reference to the final Agreement;
3. Town Request for Proposal; and
4. Contractor’s Proposal

C. TERM OF AGREEMENT

The period of this Agreement shall be for twenty-four (24) months beginning approximately December 1, 2019, and ending on approximately November 30, 2021. This Agreement shall be extended for an additional one (1) year period unless either the Town or the Contractor notifies

the other in writing no less than ninety (90) days prior to the end date of this Agreement or subsequent term of this Agreement that this Agreement will not be extended beyond the end date of this Agreement or subsequent term of this agreement.

VI. COMPENSATION

The Contractor agrees to provide services and materials as specified in its proposal to the Town at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

VII. PAYMENT

All invoices must be submitted by the 10th of each month for work completed, including sales tax, during the previous month. Upon receipt by the Town, the invoices are payable within THIRTY (30) days from receipt, provided they have first been approved by the Town and the Town has accepted the work. However, payment may be delayed up to NINETY (90) days due to State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Town of Butner
ATTN: Susan Hiscocks, Finance Director
Town of Butner
PO Box 270
415-A Central Avenue
Butner, NC 27509

VIII. GENERAL TERMS AND CONDITIONS

A. Termination:

The Town may terminate this Agreement at any time upon any of the following grounds:

1. Failure by the Town to appropriate funds in the budget to pay the Contractor for the requested services.
2. The Contractor fails to perform any of the services required in this Agreement.
3. For the convenience of the Town, in the Town's discretion for any reason whatsoever. If this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination.
4. Force majeure

Upon expiration of the two-year term of this Agreement or subsequent term of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

B. Performance Requirements and Services:

Disaster Debris Monitoring Services could potentially include but are not limited to:

1. The Contractor may be asked to develop a Debris Management Plan for the Town of Butner according to guidelines outlined in FEMA *Public Assistance Program and Policy Guide, FP 104-009-2/April 2018, Appendix D: Debris Management Plan Job Aid* and is attached.)
2. The services to be provided by the Contractor for the Town include, but are not limited to, the following:
 - Field supervisory oversight
 - Monitoring contracted debris removal at both the loading and disposal sites
 - Compiling documentation, such as load tickets and monitor reports, to substantiate eligible debris
 - Training debris monitors on debris removal operations, monitoring responsibilities and documentation processes, and FEMA debris eligibility criteria
3. Debris Removal to be monitored by the Contractor will be designated by a Town official, inspector, or other personnel approved by the Town.
4. The method(s) utilized for monitoring debris removal under this Agreement are to be determined by the Contractor and approved by the Town. The work to be performed under this Agreement shall consist of the Contractor monitoring the clearing and removal of any and all eligible debris as set out in applicable Federal laws, regulations, and guidance specifically including but not limited to Public Assistance Program and Policy Guide, Appendix D for the Town by a process including the following responsibilities and duties:
 - A. Accurately measure and certify all truck capacities (recertify on a regular basis throughout the project).
 - B. Provide trained debris monitoring personnel to properly and accurately complete and physically control load tickets (in tower and all field sites). (Note: Optional cost of debris monitoring contractor providing Electronic automated Debris Data collection instead of paper load tickets is requested on Fee Schedule).
 - C. Ensure that trucks are accurately credited for their load.
 - D. Ensure that trucks are not artificially loaded.
 - E. Report if improper equipment is mobilized and used.
 - F. Report Debris Management and Removal Contractor issues to the Town Director of Public Works or designee that requires action (i.e. safety concerns, contractor non-compliance, damages to property, etc.).

- G. Ensure only eligible debris is loaded by the debris contractor and ensuring debris removal contractor is not commingling debris categories as the trucks are loaded.
 - H. Ensure trucks are properly unloaded at the landfill or disposal site.
 - I. Ensure hazardous waste is not loaded by debris contractor.
 - J. Validate hazardous trees, including hangers, and stumps.
 - K. Monitor and maintain Federal or State required data for removal of hazardous trees, hangers, and stumps as directed by the Director of Public Works or designee.
 - L. Ensure contractor completes assigned route area prior to moving to other route areas without direction from the Town.
 - M. Maintain required photo, GIS, and GPS documentation of contractor debris removal trucks and activities. Specific examples of photo and GPS documentation are the required FEMA documentation for hazardous stump removal/tree removal /tree hanger removal, contractor property damage, and/or other assigned, special, or unusual occurrences in the field.
 - N. Document and report activities to the Town which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns.
 - O. Document and report to the Town damages which occur on public or private property as a result of the debris removal operations.
 - P. Coordinate daily briefings, work progress reports, staffing, and other key items with the Town and Debris Management and Removal Contractor.
 - Q. Assist the Town in responding to public concerns or comments.
 - R. Entering load tickets into a monitoring contractor provided database application
 - S. Digitization of source documentation (i.e. Load Tickets.)
 - T. Comprehensive review, reconciliation, and validation of debris removal contractors invoices prior to submission to Town for processing.
 - U. Project Worksheet (Excel preferred) support documentation and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by Town staff, and designated debris removal contractors.
 - V. Final report and appeal preparation and assistance.
4. The Contractor shall perform work so as not to interfere with the normal operations of the Town, State, or Federal functions and/or violate existing regulations of these or other regulatory agencies.
 5. The Contractor will be expected to provide all personnel, equipment, temporary office space, forms, record keeping materials, personal protective equipment, communication equipment, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the Town for its use

in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs.

6. The Contractor must be fully cognizant of all pertinent Federal and State of North Carolina requirements and procedures and be prepared to assist the Town staff in compiling and managing information and data necessary for those purposes.
7. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Management and Removal Contractor or other recovery operation forces. Such coordination shall be affected through communications with the Director of Public Works or designee. To the extent authorized by the Director of Public Works, the Contractor shall coordinate monitoring operations directly with the Debris Management and Removal Contractor when necessary to achieve effective and efficient integration of forces.
8. The Contractor must not have been prohibited or debarred from doing business with any governmental entity for any reason. Provide a statement of assurances and compliance.
9. The Contractor must provide appropriate training of monitors that is required by Federal or State agencies for safety or for full reimbursement of funds expended for disaster recovery.
10. The Contractor must not have any conflict of interest with the Town Debris Management and Removal Contractor.

C. Indemnification and Insurance:

1. Indemnity

Contractor shall indemnify, defend, hold harmless and reimburse the Town, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the obligations under this Agreement. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

2. Insurance Requirements

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

- a) An Owner's and Contractors Protective Liability Policy issued in the name of the Town in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage with an aggregate liability not less

than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy).

- b) Commercial General Liability Insurance. Bodily injury and property damage liability shall protect the Consultant, and any subcontractor performing work under this contract, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by Consultant, any subcontractor, or anyone directly or indirectly employed by either. Nothing herein shall be read to allow subcontractors to provide services hereunder without Town's prior written consent. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- c) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the Town as an additional insured in the amount not less than \$5,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.
- d) Workers' Compensation Coverage
Full and complete Workers' Compensation Coverage, as required by the State of North Carolina, shall be required.
- e) Insurance Certificates
The Contractor shall provide the Town with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the Town. Said Commercial General Liability policy shall provide that the Town be an additional insured.
- f) The Town 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.
- g) All insurance policies shall be issued by responsible companies who are acceptable to the Town and licensed and authorized to do business under the laws of North Carolina.

D. Correction of Work:

The Contractor shall promptly correct all work rejected by the Town as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that work which is deemed ineligible by the Town's representative.

E. Right to Audit Records:

The Town, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

F. Time is of the Essence:

The parties agree that time is of the essence in the completion of the work called for under this Agreement.

The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

IX. MINORITY AND/OR WOMAN BUSINESS ENTERPRISE (M/WBE) PROGRAM

It is the policy of the Town of Butner to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

The Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible if subcontractors are hired: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Questions regarding the Town's M/WBE Program should be directed to the Finance Office at (919) 575-3033.

X. SPECIAL PROVISIONS

A. The Contractor must have a representative present in the Town's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize required equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.

B. The Contractor shall provide all necessary security and oversight for all operations.

- C. The Contractor shall provide sufficient traffic control and warning devices for conducting the monitoring contractor's work on streets and highways when outside of the Debris Removal Contractor's work zone.
- D. The anticipated Contractor work hours are sun up to sun down seven days per week unless otherwise approved by the Town.
- E. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- F. The Town will identify one or more Temporary Debris Storage Sites if required. All site work on these sites must be approved by the Town. The Contractor will monitor loads entering these facilities.
- G. The Disaster Debris Monitoring Contractor shall be responsible for reporting to the Town and cleaning up all spills caused by the Disaster Debris Monitoring contractor's operation. Spills shall be reported to the Town Public Works Department immediately following discovery.

XI. MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without advance written consent of the Town.
- B. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Town or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the Town of Butner.
- F. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the Superior Court Division of the North Carolina Court of General Justice sitting in Granville County, North Carolina. The parties waive any right they may have to venue in any other jurisdiction. The parties agree to submit to the jurisdiction of said court and the appropriate appellate courts having jurisdiction over appeals from the Superior Court Division of the North Carolina Court of General Justice sitting in Granville County, North Carolina.

- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and with collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

- H. This Agreement, including 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 this Agreement shall be deemed to exist or to bind either party hereto.

- I. Contractor shall provide Town with a Payment and Performance Bond based on the estimated amount of the contract upon activation of the agreement. Failure to provide the bond(s) will result in this agreement being null and void.

- J. Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the Town:

Finance Department
 Attention: Susan Hiscocks
 Finance Director
 PO Box 270
 415-A Central Avenue
 Butner, NC 27509

For the Contractor:

XII. SPECIAL FEDERAL PROVISIONS CLAUSES FOR PROFESSIONAL SERVICES/A&E

Special Federal Provisions.

Capitalized terms not defined in this Section shall have the meanings assigned to such terms in the Agreement. All references to the “Contractor”, "Consultant", "Company", "Vendor" or "Provider" shall be deemed to mean the “Contractor”. All references to “contract” or “agreement”, whether capitalized or not unless the context requires otherwise, shall refer to this Agreement.

This contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Agreement. The most recent of such federal requirements, including any amendments made after the execution of this Agreement shall govern the Agreement, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this Agreement. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any subagreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they are have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Dmg Free Workplace Act of 1988.

Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to Town or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Energy Conservation

The Contractor and Sub-contractors agree to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

Clean Air Act and Water Pollution Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC§ 1251-1387).

The Contractor agrees to report any violation to Town immediately upon discovery. The Contractor understands and agrees that Town will, in turn, report each violation as required to assure notification to Town, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor must include this requirement in all subcontracts that exceed \$150,000.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. Town may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by Town. By giving written notice to the Contractor, Town may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by Town for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to Town showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to Town, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to Town all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by Town; (b) deliver to Town all Work Product; (c) allow Town or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to Town all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that Town disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The Town Manager or his designee is authorized to terminate this Agreement on behalf of Town.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, Town shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the

Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or Town's payment obligations. Town shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost Town in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse Town for the cost of the audit.

Remedies

Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from Town of such failure, Town may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Town is again able to resume Performance under this Agreement; and

Deduct any and all reasonable expenses incurred by Town in obtaining or performing the Services from any money then due or to become due Town, and, should Town's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

Right to Withhold Payment. If Contractor materially breaches any provision of this Agreement, Town shall have a right to withhold all payments due to Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that Town may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of North Carolina. The Contractor further consents to Town seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses included as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

Debarment and Suspension

A contract award (see C.F.R. 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor is required to comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by Town. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by Town, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event an Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or sub-contractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Sub-contractors. The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

Procurement of Recovered Materials

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date: _____

Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the necessary NC State FEMA related entity, Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, engineer or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

TOWN OF BUTNER

CONTRACTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: _____
Susan Hiscocks, Finance Director

Account Number _____

Project Code (if applicable) _____

GENERAL INFORMATION AND INSTRUCTIONS

A. Procurement Process

The RFP is not a bid. The Town is not obligated to enter into contract on the basis of any proposal submitted in response to this request. The Town reserves the right, in its sole discretion, to reject all submissions, reissue subsequent RFP, terminate, restructure or amend this procurement process at anytime. The Town may contact any or all proposers after receiving their proposal to seek clarification or to schedule presentations by the proposer. The final selection and contract negotiation rests solely with the Town.

B. The Town will rank all responses and may at its discretion request presentations from any or all vendors as needed. No interpretation shall be binding unless in writing from the Town of Butner.

C. The Town, at its discretion, may hold a pre-submittal meeting at a site and date, location and time to be determined.

D. Rejection of Proposals

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The Town reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The Town reserves the right to reject any or all proposals and waive minor irregularities in the evaluation procedures. The Town reserves the right to negotiate modifications to proposals that it deems acceptable.

<u>FEE SCHEDULE</u>		
1.	Fixed Site Debris Monitors	\$ Per hour
2.	Field Debris Monitors-	\$ Per hour
3.	Hazard Tree, Stump, or Tree Limb Hanger Removal Monitor	\$ Per hour
4.	Data Manager/Reporting Supervisor	\$ Per hour
5.	GIS Analyst/Mapping Coordinator	\$ Per hour
6.	Training and Assistance - Sessions shall be for all key Town personnel, Monitoring Contractor personnel, and assistance in all disaster debris recovery monitoring efforts as requested	Price Included
7.	Project Manager	\$ Per Hour
8.	Emergency Operations Manager	\$ Per Hour
9.	Field Supervisor	\$ Per Hour
10.	Clerical Staff/Data Entry Clerk	\$ Per Hour
11.	Environmental Specialist	\$ Per Hour
12.	Temporary Storage of Documents - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Price Included
13.	Reporting and Documentation - The CONTRACTOR shall provide and submit to the Town all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Monitoring Services</u> in accordance with FEMA/NC requirements.	Price Included
14.	Additional Cost for providing an Automated Debris Data Collection system if used instead of paper load tickets	

The prices shown above are all-inclusive of overhead, administrative costs, per diem costs, transportation costs, and all other direct or indirect costs or charges. Proposer may include other positions, with hourly rates, as recommended or needed.

APPENDIX D: DEBRIS MANAGEMENT PLAN JOB AID

FEMA encourages State, Territorial, Tribal, and local governments to establish written procedures and guidance for managing debris in an expeditious, efficient and environmentally sound manner. FEMA refers to this as a Debris Management Plan (DMP).

The content of a DMP will vary depending on State, Territorial, Tribal, and local vulnerabilities, ordinances, zoning, critical infrastructure locations, disposal locations, and other localized factors. The following 10 elements are the basic components of a comprehensive DMP:

Overview

This section should include the following information:

- The purpose of the DMP and its overarching goals,
- How the DMP was developed and who participated in development (include all internal departments and external entities that may be involved with debris operations), and
- Whether the DMP is officially adopted by the governing body.

Incidents and Assumptions

Forecasting the type and quantity of debris is essential to the debris removal operations planning process. The DMP should include:

- Identification of the types and severity of incidents most likely to occur along with the types and anticipated quantities of debris that may be generated,
- Identification of the type of handling and equipment necessary to safely manage the debris, and
- A description of the general terrain types, land use, and accessibility for the areas that would most likely be impacted by the incident and how these characteristics may affect debris operations.

There are many types of debris with various considerations for each, as shown in the table below.

Vegetative Debris	Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material.
Construction and Demolition Debris	Construction and demolition debris includes components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. The definition of construction and demolition debris may vary between jurisdictions.

<p>Hazardous Waste</p>	<p>Hazardous waste is a waste that appears on one of the four hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR) Part 261 or exhibits at least one of the following four characteristics:</p> <ul style="list-style-type: none"> • Ignitability • Corrosivity • Reactivity • Toxicity <p>Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment. The State or Tribal environmental office and the U.S. Environmental Protection Agency (EPA) provide first response functions in cases of commercial, agricultural, industrial, and toxic waste spills. The DMP should include the contact information for both parties in case of a large contamination issue.</p>
<p>Household Hazardous Waste</p>	<p>Household Hazardous Waste (HHW) is a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods. The overall cost of debris disposal can escalate quickly if HHW collection and disposal is not planned and executed with care.</p> <p>Pre-disaster planning should include training for hazardous waste response teams to collect, sort, store, and dispose of excessive quantities of HHW. The planning staff should consider having emergency hazardous waste removal contracts in place with pre-qualified contractors to perform the work.</p> <p>After an incident, the Applicants should set-up HHW collection centers to avoid commingling of HHW with other debris.</p>
<p>White Goods</p>	<p>White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. Some States and Tribal Governments also require certified technicians to extract compressor oils before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils.</p> <p>The DMP should identify certified recycling centers that are permitted to take white goods.</p>
<p>Electronic Waste</p>	<p>Electronic waste (e-waste) refers to electronics that contain hazardous materials, such as computer monitors, televisions, cell phones, and batteries. These products may contain minerals and chemicals that require specific disposal methods.</p>

Soil, Mud, and Sand	Floods, landslides, winds, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.
Vehicles and Vessels	Vehicles and vessels may be damaged, destroyed, displaced, or lost as a result of a disaster. These vehicles and vessels may eventually be abandoned because of the damage incurred or because the original owners have relocated. Vehicles and vessels may be classified as debris if they block public access and critical facilities.
Putrescent Debris	Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter.
Infectious Waste	Infectious waste is waste capable of causing infections in humans and can include contaminated animal waste, human blood, blood products, medical waste, pathological waste, and discarded sharp objects (needles, scalpels, or broken medical instruments). Clearance, removal, and disposal of infectious waste may be under the authority of another Federal agency (the Centers for Disease Control and Prevention, EPA, etc.).
Chemical, Biological, Radiological, and Nuclear–Contaminated Debris	Chemical, biological, radiological, and nuclear–contaminated debris is any debris contaminated by chemical, biological, radiological, or nuclear materials.

Debris Collection and Removal

A debris collection strategy establishes a systematic approach for the efficient removal of debris. The clearance and collection of debris should be structured to meet response and recovery priorities. As such, the DMP should:

- Identify and prioritize facilities that may be impacted by debris;
- Define the priorities during both the response and recovery phase operations;
- Describe the coordination process with other entities responsible for managing debris;
- Identify the roles and responsibilities for all entities and departments involved; and
- Describe the methods that will be used to collect debris (e.g., curbside collection, community drop-off bins).

Debris Removal from Private Property

Debris removal from private property is generally the responsibility of the individual property owners; however, when it is in the public interest to remove debris, the Applicant may act to abate the threat. The DMP should include:

- Identification of the circumstances under which the Applicant will take such action;
- The enabling laws that allow government to intercede in private property matters;

- The process the jurisdiction will use to obtain permissions to enter onto private property; and
- The process the Applicant will undertake to recoup costs (such as insurance proceeds).

Public Information

The dissemination of debris removal information is critical to the effective and efficient removal of debris. The DMP should include a public information strategy to ensure that residents receive accurate and timely information about the parameters, rules, and guidelines for debris removal. For example, if allowing residents to place debris on the curb, information regarding the timeframe allowed and where and how to place the debris (e.g., segregated in shared piles with neighbors, not placed on sidewalks, in roadways, against fire hydrants or power lines).

Health and Safety Requirements

Debris operations can pose safety hazards and health risks to emergency workers and the public. The DMP should include specific details on safety rules and procedures to protect workers and the public and specific measures for adherence to safety rules and procedures.

Environmental Considerations and Other Regulatory Requirements

The removal and disposal of certain types of debris have impact on the human and physical environment. Successful debris operations depend on compliance with Federal, State, Territorial, Tribal, and local environmental laws. The DMP should identify all debris operations that may trigger compliance with environmental and historic preservation (EHP) laws, regulations, and Executive Orders. It should also identify how compliance will be achieved.

Temporary Debris Management Sites and Disposal Locations

The DMP should identify locations where the debris will be segregated, reduced, and disposed and whether it will be recycled.

The Applicants should avoid selecting sites in or near environmentally or historically sensitive areas such as floodplains, wetlands, critical habitats of federally endangered species, historic districts, and archaeologically sensitive areas. Debris must be staged a safe distance from property boundaries, surface water, wetlands, structures, wells, and septic tanks with leach fields. If an EHP concern is identified, the potential site should be ranked lower than others.

Environmental permits and land-use variances may be required to establish a temporary site. Several agencies may be involved in issuing permits and granting approvals. The planning process should identify the potential permits that will be required to establish a facility. A listing of the permits should be part of the DMP and may include:

- Waste processing and recycling operations permit
- Temporary land-use permits
- Land-use variances
- Traffic circulation strategies
- Air quality permits
- Water quality permits
- Coastal commission land-use permits

- HHW permits
- Fire department permits
- Burn permits

The DMP should address traffic circulation at each of the disposal sites, disposal capacity, and how debris will be managed if there is a lack of landfill capacity. The DMP should identify the final disposal site of whole, reduced, or recycled debris.

Force Account or Contract Resources and Procurement

Jurisdictions can use staff resources, contractors, or a combination of both to monitor or conduct debris removal operations. The DMP should clearly define the types of work that the Applicant will perform with staff resources versus contracted services.

The DMP should describe the process and procedure for acquiring competitively procured contracted services, provide specific contract requirements, and explain how contractor qualifications are established.

Monitoring Debris Operations

The Applicant must monitor contracted debris removal operations. It may use staff resources, contractors, or a combination of both to monitor debris removal operations. FEMA encourages the Applicant to use its own employees to monitor debris removal operations. Professional Engineers and other certified professionals are not necessary for debris monitoring. The primary role for debris monitors is to document the location and amount of debris collected. Debris monitors should be able to estimate debris quantities, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures.

The DMP should include details as to how the jurisdiction will monitor its debris removal contractor at pickup sites and all disposal sites, including temporary sites and final disposal areas. The DMP should discuss who will perform the monitoring and describe each monitoring task. If the jurisdiction outsources a monitoring task, it must award the contract to a contractor who has no vested interest in the debris removal contract or contractor. There must be no conflict of interest between the monitoring contractor and the debris removal contractor.



Debris Removal Contractor Registry

FEMA developed an on-line debris contractor registry tool to assist Applicants in identifying and contacting contractor resources. The registry tool can be found on FEMA's website (www.fema.gov/debris-removal-contractor-registry-information). The information provided in the registry is maintained by contractors and their representatives. FEMA does not verify and takes no responsibility for the accuracy of the information submitted. FEMA does not endorse, approve, or recommend any contractors, including those in the registry. State, Tribal, and local governments should perform all appropriate due diligence prior to entering into a contract. Contracting with any of the entities listed in the registry does not ensure reimbursement.

Debris Management Plan Checklist

Yes	No	Plan Requirements	Comment
		Overview – Does the plan describe the purpose and objectives?	
		Incidents and Assumptions – Does the plan provide information on the types and anticipated quantities of debris that will be generated from various types and sizes of incidents?	
		Debris Collection and Removal – Does the plan have a debris collection strategy? Does the plan discuss the methods that will be used to remove debris and establish priorities for clearance and removal? Does the plan outline the roles and responsibilities of the various functions involved (Public Works, Finance, and Solid Waste Departments, etc.)?	
		Debris Removal on Private Property – Does the plan address the authority and processes for private property debris removal?	
		Public Information – Does the plan include a public information strategy to ensure that residents receive accurate and timely information about debris operations?	
		Health and Safety Requirements – Does the plan describe how workers and the public will be protected and discuss the specific measures for adherence to safety rules and procedures?	
		Environmental Considerations and Other Regulatory Requirements – Does the plan identify all debris operations that will trigger compliance with environmental and historic preservation laws and how compliance will be attained?	
		Debris Management Sites and Disposal Locations – Does the plan identify where the disaster debris will be segregated, reduced, and disposed or whether debris will be hauled to a recycler?	
		Use and Force Account or Contracted Resources and Procurement – Does the plan define the types of work force account labor will accomplish and the types of debris operations that will be contracted? Does the plan describe the process and procedure for acquiring competitively procured contracted services? Does the jurisdiction identify debris contractors that it has prequalified?	
		Monitoring of Debris Operations – Does the plan describe how debris removal contractors will be monitored and who will monitor at pickup sites, Debris Management Sites / Temporary Debris Storage and Reduction Sites, and final disposal?	