

ADDENDUM NO. 1

TOWN OF HILTON HEAD ISLAND Disaster Recovery and Debris Removal



The Town of Hilton Head Island Hilton Head Island, South Carolina

January 27, 2014

- Item 1.** The Town reserves the right to select two firms for this work.
- Item 2.** The proposal submittal deadline has been changed from February 3, 2014 to 2:00 pm on February 10, 2014.
- Item 3.** On page 4, paragraph 1.A., The Town's secondary evacuation point has been changed from "Technical College of the LowCountry, New River Campus in Bluffton, SC" to "Barnwell High School in Barnwell, SC".
- Item 4. Questions and Answers.** The below questions and answers are questions that were provided in writing or asked prior to or at the Pre-Proposal Meeting held on January 15, 2014.
1. **Question:** Do the following required items, count towards the 50 page limit?
 - a. Resumes?
 - b. Company owned or leased equipment lists?
 1. Equipment lists are also requested in both Tab B & D. Can you clarify which tab we should insert these items?
 - c. List of past 10 years' experience?
 - d. Summary of litigation?

Answer: Yes, all of these count towards the 50 page limit.

The RFP is changed so the equipment list is only required in Tab B, Qualifications and Experience. It is no longer required in Tab D, Workload Capacity.

To help with the 50 page limit, the Town will allow for a smaller font size in the proposal of no less than nine (9) point in Tables and no less than ten (10) point for equipment lists. The remaining proposal must be printed with a font of no less than twelve (12) point.

2. Question: Do financials have to be audited?

Answer:

Tab E (Financial Stability) requests information on the Firm's creditworthiness.

Financial Stability [Tab E]

(Note: This information will be kept confidential)

• Provide information substantiating the firm's creditworthiness, assets and exposures, bonding capabilities, and any litigation in the past five years regarding financial considerations and years in business doing this type of work. The Town desires a certain level of confidence that the selected firm is operating a highly sustainable business.

The intent of providing financial information is to show that the offeror has the ability to obtain both a performance and payment bond in the amount equal to 100% of the estimate fee. The financials do not have to be audited, however the offeror is required to provide a statement of their current bonding capabilities, with at \$20,000,000 minimum.

3. Question: On Page 30: Are we supposed to perform a SAM Database search on our firm and subcontractors and then provide the printed screen with our proposal?

Answer:

No, the sentence "Print the screen with the results and file in records" was intended to be strictly informational (not a requirement) for the proposer. If the proposer is not sure of the status of one of their sub-contractors, they can follow the directions in the RFP to determine if any of their subs are on the federal disbarment list.

It is recommended that the proposers have this information readily available in their internal records, but it is not a requirement of this RFP.

4. Question: Page 15 paragraph c. The RFP asks for a monetary amount involved in any litigation. In some cases, the monetary amounts involved were unknown or not yet disclosed. Additionally, by law if we settled the case, that settlement is confidential, and we cannot disclose the information.

In order to be responsive to all RFP requests can we state that the monetary amount is above a certain threshold based on which level court the suit was filed in? May we write, "Settlement Confidential" in the amount section of the litigation report where it applies?

Answer: A summary of litigation or claims in monetary amounts above \$7,500 should be provided. Yes, the proposer may write "settlement confidential" where it applies.

5. Question: Table 3, Line item 15: Boat removal, staging and disposal –
Would it be possible to break out the various boat sizes? Typically this is broken out similar to the following:

<i>Derelict/Sunken Vessel Removal</i>			
Item No.	Description	Unit	Price
	Marine Salvage Operations	Per Linear Foot	
	Less than 20 feet		
	20 to 25 feet		
	25 to 30 feet		
	Greater than 30 feet		By Case
	Land Based Salvage Operations	Per Linear Foot	
	Less than 20 feet		
	20 to 25 feet		
	25 to 30 feet		
	Greater than 30 feet		By Case

6. **Answer:** Table 3, Line Item 15 has been changed to the following:

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
15	BOAT REMOVAL FROM PUBLIC PROPERTY (RIGHT-OF-WAY OR DRAINAGE EASEMENTS), STAGING AND DISPOSAL		
	Marine Salvage Operations		
	Less than 20 feet		LF
	20 to 25 feet		LF
	25 to 30 feet		LF
	Land Based Salvage Operation		
	Less than 20 feet		LF
	20 to 25 feet		LF
	25 to 30 feet		LF

7. **Question:** The RFP states a five month long event, are you anticipating that the boats will be held the entire time?

Answer: The Town desires to have all boats removed from public right of way as soon as possible. Yes, the Town anticipates the boats will be staged for five months, then disposed of by the Contractor. **The 5 month time frame is given strictly for evaluation purposes.** The Town wishes to have all vessels removed in a timely fashion in accordance with State and Local regulations. The Contractor shall coordinate with the Town of Hilton Head Island and/or designated representative to process paperwork required by State department of motor vehicle requirements and regulations regarding the proper staging, advertising and transference of ownership prior to final disposal of vessel.

8. **Question:** Are the fluids in the vessels (i.e., fuels and oils) the responsibility of the Town or the Contractor to remove and dispose?

Answer: The Contractor will assume the responsibility of removing and disposing of all fluids in accordance with State and Federal environmental regulatory requirements prior to the disturbance or removal of all vehicles and vessels.

9. Question: Table 3, Line Item 16: Car / Truck removal, staging and disposal – the RFP states a five month long event, are you anticipating that the cars will be held the entire time?

Answer: The Town desires to have all cars and trucks to be removed from public right of way as soon as possible. Yes, the Town anticipates the cars and trucks will be staged for five months, then disposed of by the Contractor. **The 5 month time frame is given strictly for evaluation purposes.** The Town wishes to have all cars and trucks removed in a timely fashion in accordance with State and Local regulations. The Contractor shall coordinate with the Town of Hilton Head Island and/or designated representative to process paperwork required by State department of motor vehicle requirements and regulations regarding the proper staging, advertising and transference of ownership prior to final disposal of the cars and trucks.

10. Question: Table 3, Line Item 7: Debris removal from water bodies (bays, rivers, streams, canals, lakes) – Is this for floating debris only? For example, Floating or in the tide zone, partially submerged, fully submerged such as in navigable waterways? This item is typically broken out similar to the following:

- Canal/Marine Debris Removal (Land Based) /a Per Cubic Yard:
- Canal/Marine Debris Removal (Marine Based) /a Per Cubic Yard:
- "Note: Removal of storm generated debris from marine environments including streams, canals, and waterfronts by applicable land-based or marine-based processes. Price negotiated for special circumstances for canal and marine debris removal (incident specific)."

Answer: This line item is for floating, partially submerged, and fully submerged debris in waterways that the Town has jurisdiction to clean. The Debris hauler will be bound by the Town's Jurisdictional boundaries/responsibilities. Debris collected beyond that may be ineligible.

11. Question: Table 3, Line Item 29-33: Drainage / Culvert Repairs – Can you define Repairs? Will this be to remove and replace broken pipes or just clean the pipes? Are ditches and boxes included?

Answer: This line item includes removing storm generated debris from drainage structures (i.e., pipes, culverts, drainage boxes, ditches, etc). It includes hauling and disposal of the debris from the drainage structures. It does not include the repair of the drainage culverts or pipes. This line item has been changed in the RFP from:

29	Drainage / Culvert repairs (less than 24 inch diameter)		LF
30	Drainage / Culvert repairs (24 inch – 35.99 inch diameter)		LF

31	Drainage / Culvert Repairs (36 inch – 47.99 inch diameter)		LF
32	Drainage / Culvert Repairs (48 inch – 59.99 inch diameter)		LF
33	Drainage / Culvert Repairs (60 inch or greater in diameter)		LF

To:

29	Storm Generated Debris Removal in Drainage Structures, Hauling & Disposal		LF
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12. Question: The RFP states that required attachments will not be counted toward the 50 page limit (pg. 13). Please clarify which of the following items are considered required attachments and thus will not be included in the page limit:

Cover page/tab dividers, Cover letter, Resumes of key personnel, Litigation summary/list, Bonding capacity/reference letters, Insurance certificate, License, Equipment list, Fee proposal sheets, Pricing spreadsheets, Addenda that may be issued

Answer: The cover page/tab dividers and addenda that may be issued will not be counted toward the 60 page limit. Everything else will be included. Please see the previous answer where the Town will allow for a smaller font size in the proposal of no less than nine (9) point in Tables and no less than ten (10) point for equipment lists. The remaining proposal must be printed with a font of no less than twelve (12) point.

13. Question: Section 1 A states that the Town may authorize emergency road clearance operations beyond the initial 70 hours. Chambers County Texas authorized Time and Materials services beyond the first 70 hours as "it was and is not prohibited" by FEMA. While the references clearly state that Time and Materials contracts "should" only be used for the first 70 hours, the Office of Inspector General report in the Chambers County incident states that "...the use of time and materials contracts beyond the first 70 hours will not be reimbursed given the abundant documentation and guidance to the contrary provided by DHS/FEMA." The County was denied 46.5 million dollars in reimbursement as a result with all appeals denied. Of particular note is that FEMA representatives on site approved the use of T & M. As such, I would strongly recommend that the Town not contemplate or use T & M beyond the first period.

Answer: As stated in the RFP: *The Town will work closely with the state and FEMA to determine when Time and Materials payment and reimbursement is acceptable. In the absence of guidance or direction stating otherwise, the Town will only authorize payment to Contractors for work done on a time and material basis for the first 70 working hours following a declared disaster event.*

14. Question: The RFP does not require that the successful contractor be required to post 100% payment and performance bonds prior to commencing work. Please refer to 44 CFR Part 13_36 (h), FEMA 325 Part Chapter 2 (under "Additional Contract Requirements") and FEMA 9580.201. This is a matter of federal law-not simply guidance. The failure to require the bonds could adversely affect the Town's ability to be reimbursed.

Answer: It will be written in the contract that the Contractor shall at all times maintain the capacity to bond at least \$20,000,000 for a single project. The Contractor will be required to obtain a performance (surety) and payment bond in an amount equal to the Preliminary Damage Assessment (PDA) that is accepted by the Town. The bond shall insure the successful performance under the terms and conditions of the contract negotiated between the Contractor and the Town. The bond shall be supplied to the Town within 72 hours of the Notice to Proceed. Any bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a South Carolina domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in South Carolina or owned by South Carolina residents and is licensed to write surety bonds. In addition, any bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of South Carolina.

- 15. Question:** Unless I missed it, the contract is required to contain a "termination for Convenience" clause. (See previous references)

Answer: The Town plans to put this clause in the contract, similar to the following:
The Town Manager may terminate this Contract in whole or in part at any time for the convenience of the Town. If terminated, the Contractor will be paid for the work satisfactorily completed up to the effective date of termination.

- 16. Question:** In paragraph 1 K, the RFP addresses leaning trees and states that they are to be measured at 3 feet. This is incorrect. The applicable standard is for them to be measured at breast height-54 inches (4-1/2 feet).

Answer: Paragraph 1K in the RFP has been changed to state that leaning trees are to be measured at 54 inches (4.5 feet). According to the United States department of forestry DBH is 54 inches. Further guidance can be found on FEMA document 9580.204 "Documenting and Validating Hazardous Trees, Limbs and Stumps".

- 17. Question:** In paragraph 1 L, it states that stumps less than 24 inches in diameter are to be considered normal vegetative debris. This is correct. However, it then goes on to state that volumes will be determined using the FEMA conversion tables. This is incorrect. While there is no prohibition in doing it that way, the correct procedure is to simply place the stumps into a vegetative load. Only where the stumps must be separately hauled should the conversion tables be used. For stumps 24 inches and greater, there is an extraction cost with the hauling determined using the standard vegetative rate and the conversion tables since the size of the stumps requires specialized equipment.

Answer:

Stumps less than 24-inches in diameter can be collected and co-mingled with loose ROW debris.

If a hauler is unable, for any reason, to collect stumps less than 24-inches with loose ROW debris, Per FEMA Disaster Assistance Policy 9523.11 (Hazardous Stump Extraction and Removal Eligibility)- Last updated 6/14/12:

“FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using FEMA’s stump conversion table” Stumps should be measured by a Town designated representative (monitor).

Under 24-inches, a stump will be collected as part of the regular ROW collection process. If it’s not possible to collect a particular stump during that phase of the operation, the stump will be measured and assigned a cubic yardage based on the FEMA conversion chart.

Items 19-20 in Table 3 have been removed from the unit cost schedule for hazardous stumps less than 24 inches in diameter. For evaluation purposes, pricing for hazardous stumps less than inches in diameter will be considered part of the debris removal from public property (right-of-way) and hauling to debris management site (DMS), line item 1 in Table 3.

- 18. Question:** Paragraph 4 E addresses citizen drop off centers. This presents issues if not strictly controlled. Our experience has shown that private contractors will collect debris and take it to the drop off center to avoid tipping fees and the long haul. All debris hauled by private contractors is ineligible debris! Secondly, the drop off centers should mandate segregation of debris into the classifications you provided. Keep in mind that to be classified as a vegetative load, there can be zero-none-of any other type of debris in the load. C&D loads can have up to 10% vegetation and still be considered C&D (Some documents actually list the maximum vegetation content at 5%). There may be instances where the debris is so inextricably intertwined that common segregation techniques are simply not time or cost effective. In those instances, a classification of mixed debris is used.

Answer: The Town understands that the citizen drop off centers need to be monitored strictly to ensure that contractors do not bring commercial or ineligible debris to the centers. The Town’s debris monitoring firm, Leidos, is prepared to have monitors at each center collecting information from everyone who brings debris to the center. The collection centers are planned to be set up so all debris is segregated at the center or will be brought to the DMS from the center for segregation prior to being taken to the final disposal site.

- 19. Question:** In the pricing matrix, items 19 and 20 request pricing for extraction of stumps less than 24 inches in diameter. While the Town is authorized to require the removal and request pricing, it will not be reimbursed by FEMA. Extraction of stumps under 24 inches is incidental to the vegetative debris removal mission and must be removed and paid for under the regular vegetative haul rate. The RFP also indicates that the debris generated is to be placed on the ROW to be hauled while the item states removal, hauling and disposal.

Answer: Items 19 and 20 from Table 3, Unit Cost Schedule have been removed. The only unit cost schedule for hazardous stump removal, hauling and disposal is for hazardous stumps 24 inches in diameter or greater. See below:

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
	Hazardous Stump Removal, Hauling, and Disposal		
19	—6 inch diameter to 11.99 inch diameter		STUMP
20	—12 inch diameter to 23.99 inch diameter		STUMP
21	24 inch diameter to 47.99 inch diameter		STUMP
22	48 inch diameter and greater		STUMP

20. Question: Similarly, items 23 through 26 call for flush cutting of the trees with the debris placed on the ROW for haul off as vegetative debris. However, the pricing calls for removal, hauling and disposal. Please clarify.

Answer: Item 23 through 26 is for the physical removal (cutting of the trees and placing them with the debris placed on the ROW for haul off and disposal). Once the hazardous tree has been cut and removed, it will then be hauled off and included in Item 1 of Table 3, “Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Site (DMS)”

Hauling and Disposal has been removed from Line Items 23-26

	Hazardous Tree Removal, Hauling, and Disposal		
23	6 inch diameter to 11.99 inch diameter		TREE
24	12 inch diameter to 23.99 inch diameter		TREE
25	24 inch diameter to 47.99 inch diameter		TREE
26	48 inch diameter and greater		TREE

21. Question: There are concerns regarding primarily the Chaplin Park DMS. It is located approximately 1800 feet (.35) miles from the beach. Using the category three wet hurricane scenario, virtually all of the island would be over run by storm surge since the max elevation for the island is 11 feet. Katrina was a category 3 wet hurricane when it made landfall and pushed a 28 foot storm surge. The actual concern is when the first 70 hours will begin and when would the Town expect the DMS locations to be operational. Circumstances would obviously dictate much of the response to this event.

Answer: The Town has done an evaluation of all of Town property for DMS locations understanding that additional sites may be added post event depending on storm characteristics and availability. The Town understands the concerns of using Chaplin Park. It is designated as the secondary DMS location, with Honey Horn as the primary debris reduction site. For evaluation purposes only, it is assumed that Chaplin Park can be operated for a Category 3 event.

22. Question: Given the waterways and canals, has the Town contacted the Natural Resource Conservation Service (NRCS) or the Corps of Engineers (USACE) regarding

debris operations. Keep in mind that the Town must obtain a letter from the NRCS authorizing the debris operations in these waters before operations begin. Without the letter, FEMA will not reimburse.

Answer: The Town has been in contact with OCRM / DHEC for environmental permits for debris operations on the DMS locations. The Town will continue to try to contact NRCS, USACOE, and OCRM prior to an event.

- 23. Question:** Since there is only one way on and off the island, would the Town authorize night operations to haul C&D and reduced debris in order to avoid traffic congestion and improve safety? This would also maximize productivity.

Answer: Yes, the Town will authorize night operations to haul C& D and reduce debris depending on the location of operations. The Honey Horn DMS is planned to operated 24 hours a day. It will be a case by case basis on where debris operations can be performed at night due to proximity of residential communities.

- 24. Question:** Our health and safety plan that must be included is extremely comprehensive and totals over 300 pages. Would it be acceptable to provide an electronic copy without the paper copies? Please advise.

Answer: Yes, it is acceptable to provide an electronic copy of the health and safety plan without paper copies.

- 25. Question:** How will table 2 vs table 3 vs table 4 be calculated when determining the overall price. Is only table 2 being scored by the evaluation committee?

Answer: Only table 2, Fee Proposal will be scored by the evaluation committee. However, as stated in the RFP, *the offeror shall provide unit costs for all of the items listed below. These unit costs shall be utilized in the fee proposal above and shall be the basis for contract negotiations. If your firm does not possess a specific piece of equipment, an equivalent item may be substituted. The equipment and labor rates identified in Table 4 shall be incorporated in the unit cost rates in Table 3. Table 4 is listed for the time and material rates only if the Town determines a Time and Materials contract and payment is acceptable.*

- 26. Question:** Which landfill will be used as the final destination for C&D, e-waste, HHW? Where is it located?

Answer: On page 26 of the RFP, under Work Plan / Project Approach, the proposer is to assess *the regional landfill capacities and costs associated with longer haul disposal vs. reduction.*

Below shows landfill information that was provided by Beaufort County in December 2008 and is subject to change based on Beaufort County's Debris Management Plan updates:

Name: HICKORY HILL LANDFILL

Address: Highway 462, Ridgeland, SC

Operated by: Waste Management, Inc.
Telephone: (843) 987-4643 x1324 Contact: Chris Carpentino
Estimated capacity remaining (cubic yards): 4,828,062 (as of fiscal year 2008)
Estimated daily processing capacity: (not available at time of this report)
Normal operating schedule: 7:30 – 5:00 Mon - Fri
Restrictions: Subtitle D landfill
Fees: \$48.38 / per ton
Other Factors: located in Jasper County
Distance from Honey Horn DMS: Approximately 21 miles

Name: OAKWOOD LANDFILL

Address: Route 1, Box 71UC, Ridgeland, SC
Operated by: Waste Management, Inc.
Telephone: (843) 987-4643 x1324 Contact: Chris
Estimated capacity remaining (cubic yards): 2,453,452
Estimated daily processing capacity: (not available)
Normal operating schedule: 7:00 – 4:30 Mon - Fri
Restrictions: C&D and LCD landfill
Fees: \$26/ton C&D \$17/ton Yard Waste
Other Factors: located in Jasper County
Distance from Honey Horn DMS: Approximately 35 miles

Name: BARNWELL RESOURCES

Address: 490 Brickyard Point Road South, Lady's Island, SC
Operated by: Troy Porter
Telephone: (843) 525-6137 Contact: Crystal
Estimated capacity remaining (cubic yards): 1,100,000
Estimated daily processing capacity: (not available)
Normal operating schedule: 7:30 – 4:15 Mon - Fri
Restrictions: C&D and LCD landfill
Fees: \$33/ton C&D \$30/ton Yard Waste
Distance from Honey Horn DMS: Approximately 42 miles

Name: Green Space, Inc.

Address: Strobhart Road, Ridgeland, SC
Operated by: Art Smith
Estimated capacity remaining (cubic yards): N/A
Estimated daily processing capacity: 200 tons
Normal operating schedule: 7:30 – 5:00 Mon - Sat
Restrictions: Clean burnable waste
Fees: \$48.38 / per ton
Other factors: Located in Jasper County
Distance from Honey Horn DMS: Approximately 24 miles

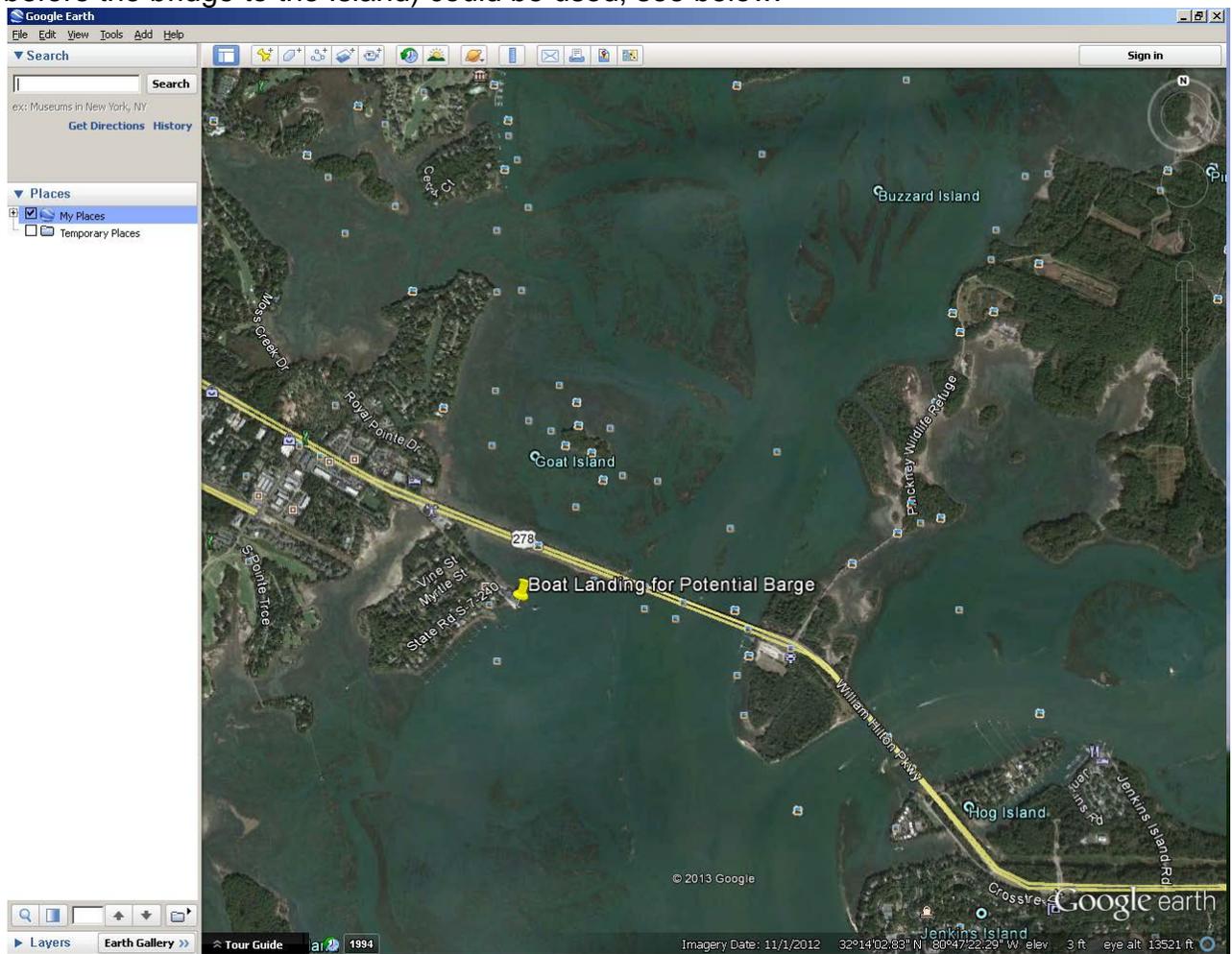
27. Question: Can the Refrigerators be removed with a self loader truck and placed in the truck with a knuckleboom so as not to effect the refrigerant? As long as the clam shell picks the refrigerator up on the sides instead of the front/back there should be no damage to the coils that hold the refrigerant.

Answer: It is desired for the Contractor to remove the refrigerant prior to disturbing the refrigerators. The handling of white goods will be monitored by the Town's debris monitoring contractor. If there is no damage to the refrigerator by being picked up and placed in a truck that is acceptable. However, as soon as there is any damage to the refrigerator, the refrigerant is required to be removed.

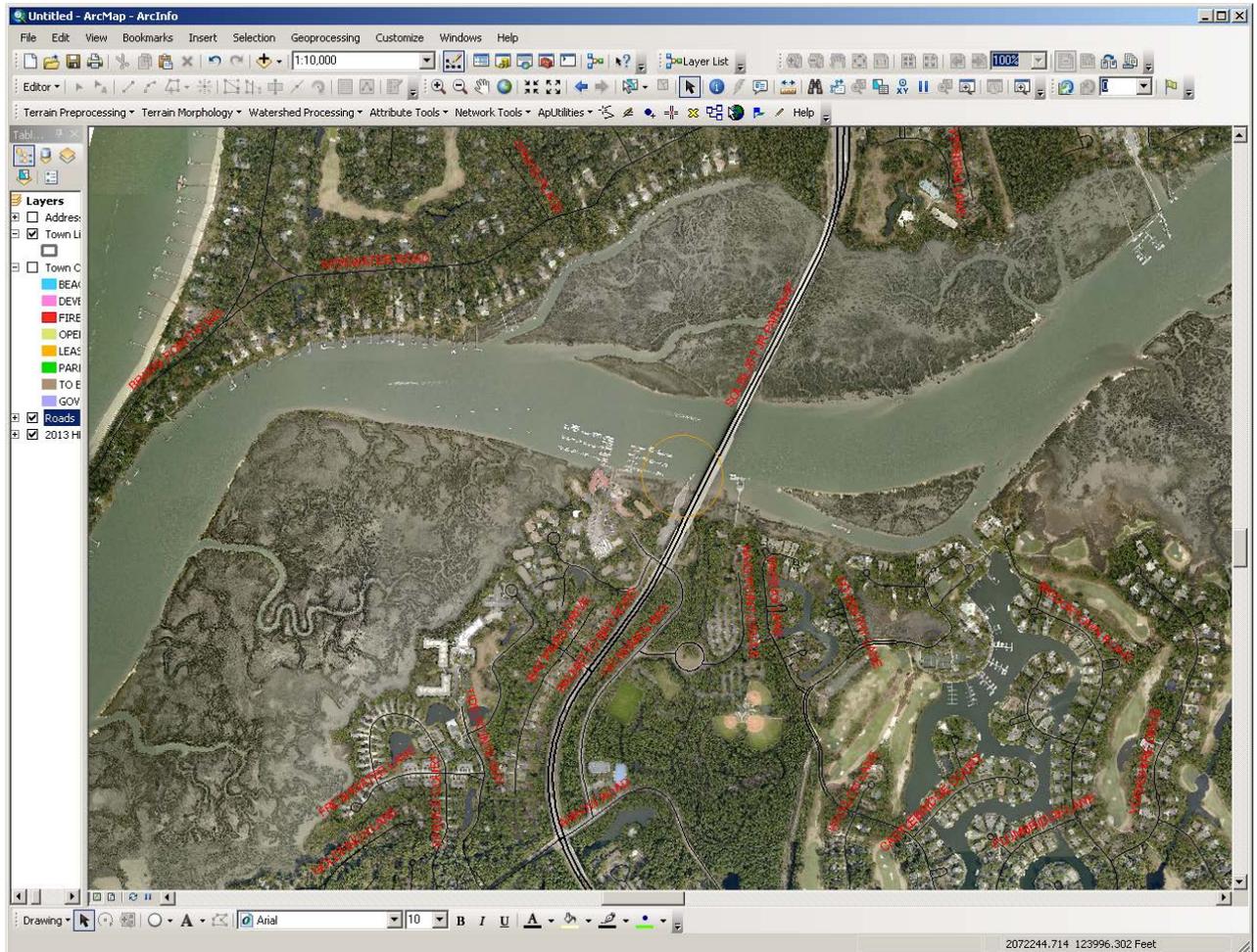
28. Question: Is there a name for the landing near the restaurant that was discussed at the pre-proposal meeting, to off load equipment from barges in case the bridge was out?

Answer: There are two potential landings to off-load equipment from barges:

If the bridges are operational, the boat landing by the Sunset Bay Restaurant (right before the bridge to the Island) could be used, see below:



If the bridges are not operational, the Cross Island Boat Landing off of Broad Creek can be used (68 Helmsman Way). See below:



29. Question: Where are the beach accesses that can be used to transport beach sand to and from the beach after screening?

Answer: There are six (6) Town owned beach parks that can be used to access the beach to transport beach sand to and from the beach after screening:

- **Alder Lane Beach Park**
11 Alder Lane
- **Coligny Beach Park**
1 Coligny Circle
- **Burkes Beach**
60 Burkes Beach Road
- **Driessen Beach Park**
64 Bradley Beach Road
- **Folly Field Beach Park**
55 Starfish Drive
- **Islanders Beach Park**
92 Folly Field Road

30. Question: Under Section 1.Q Sand Screening, I understand the contractor is responsible for hauling screened sand back to the beaches. Under this line item (5), is the contractor responsible for grading the beach back to the original upper beach profile or is the contractor to place the screened sand on the beach and have the Town or 3rd party complete the grading process?

Answer: Line Item 5 in Table 3 is to return clean sand to the beaches only. The Town of Hilton Head Island has engineered beaches. It is planned that the grading process of returning the beach back to the original beach profile will be handled by a separate contract outside of this RFP.