


**STATE OF NORTH CAROLINA  
Department of Public Safety**

Refer <u>ALL</u> Inquiries regarding this IFB to: angie.dunaway@ncdps.gov	Invitation for Bids #: 19-IFB-015120-DAD
	Bids will be publicly opened: August 10, 2020 at 2:00 PM ET
Contract Type: Open Market	Using Agency: NCDPS – Emergency Management
Commodity No. and Description: 9313 Humanitarian Aid & Relief	Requisition No.: n/a

**EXECUTION**

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this Bid, the undersigned Vendor certifies that this Bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this Bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Vendors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. *As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the undersigned vendor certifies that by applying or bidding 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.* Furthermore, by executing this Bid, the undersigned acknowledges that this IFB and any contract(s) awarded pursuant to this IFB are being procured pursuant to 2 CFR §§ 200.317-200.326 and agrees to be bound by all terms and conditions of this IFB and the contract.

**Failure to execute/sign Bid prior to submittal shall render Bid invalid and it WILL BE REJECTED. Late Bids cannot be accepted.**

COMPLETE/FORMAL NAME OF VENDOR: KDF Enterprises, LLC		
STREET ADDRESS: 370 Mountain View Rd	P.O. BOX: N/A	ZIP: 35146
CITY & STATE & ZIP: Springville, AL 35146	TELEPHONE NUMBER: 205-687-1875	TOLL FREE TEL. NO: N/A
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Marc Watkins, Director of Business Development	FAX NUMBER: 404-506-9849	
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 8/6/2020	EMAIL: mwatkins@kdfglobal.co

Offer valid for at least 60 days from date of Bid opening, unless otherwise stated here: \_\_\_\_\_ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BID**

If any or all parts of this Bid are accepted by the State of North Carolina, an authorized representative of the Department of Public Safety shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor Bid response and the written results of any negotiations shall then constitute the written agreement between the Vendor and the Activating Entity. A copy of this acceptance will be forwarded to the successful Vendor(s). *This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.*

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this 22nd day of September, 2020, as indicated on the attached certification, by Angie Dunaway (Authorized Representative of the NC Department of Public Safety)

**POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:**

CONTACT NAME	TELEPHONE NUMBER	E-MAIL
Marc Watkins	251-753-1864	mwatkins@kdfglobal.co

**CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:**

CONTACT NAME	TELEPHONE NUMBER	E-MAIL
Wade Kilpatrick	205-687-1875	wade@kdfglobal.co

**PROJECT MANAGER TO BE PLACED IN THE ACTIVATING REGION  
WITHIN 24 HOURS OF RECEIPT OF THE WRITTEN NOTICE TO PROCEED:**

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
1	Wade Kilpatrick	407-257-9171	wade@kdfglobal.co
2	Richard L Stiles	717-773-8096	cynstiles@att.net
3	Mark Wells	573-318-0323	mark@kdfglobal.co
4	Ryan Anderson	207-458-3381	n/a
5	Dustin Lair	1-251-472-6533	dlair@kdfglobal.co
6	Wally Webb	207-624-2840	wally@kdfglobal.co
7	Wally Webb	207-624-2840	wally@kdfglobal.co
8	Ronnie Colis	559-903-0922	ronnie@kdfforestry.com
9	Daryl Grant	417-631-9322	daryl@kdfforestry.com
10	Ronnie Colis	559-903-0922	ronnie@kdfforestry.com

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
11	Brock Navarro	559-392-4773	brock@kdfforestry.com
12	Brock Navarro	559-392-4773	brock@kdfforestry.com
13	Peter Sander	407-808-8803	peter@kdfglobal.co

**6.2 DISPUTE RESOLUTION**

The Vendor, Activating Entity or State agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Activating Entity’s designee for resolution. A claim by the State shall be submitted in writing to the Vendor’s Project Manager and Activating Entity for resolution. The Vendor, Activating Entity, or State shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Vendor, Activating Entity or State are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract or the PA program. If a dispute cannot be resolved between the Vendor, Activating Entity or State within thirty (30) days after delivery of notice, either entity may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either Vendor, Activating Entity or State to mediate or arbitrate any dispute.

**6.3 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the NCEM, Activating Entity and Vendor.

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Item	Description of work	Cost	Unit
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS/TDSRS) or other disposal sites (NOTE 1 & 7)	\$ 10.00	/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 7)	\$ 10.50	/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 & 7)	\$ 20.00	/CY
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	\$ 9.95	/CY
5	Management of DMS/TDSRS (NOTE 4)	\$ 2.50	/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal	\$ 2.50	/CY
7a	Reduction by chipping and grinding at DMS/TDSRS	\$ 2.50	/CY
7b	Reduction by compaction, or consolidation of C&D debris at DMS/TDSRS	\$ 0.30	/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal	\$ 1.50	/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal	\$ 1.50	/CY
10	Pick Up and Haul of White Goods to an Approved Disposal Site activating entities area	\$ 0.50	/LB
11	Pick Up and Disposal of Household Hazardous Waste	\$ 6.50	/LB
12	Freon Management and Recycling	\$ 25.00	/UNIT
13	Biowaste transportation and disposal	\$ 7.00	/LB
<b>Extraction of hazardous stumps resulting from trees growing on the right of way &amp; Hauling to Final Disposal Site (NOTE 5)</b>			
14	24-inch diameter to 47.99-inch diameter measured 24" above ground	\$ 250.00	/STUMP
15	48-inch diameter and greater	\$ 400.00	/STUMP
<b>Removal of Boulders</b>			
16	Removal of hazardous boulders from 18" – 35.99" in diameter	\$ 25.00	EACH
17	Removal of hazardous boulders more than 36" in diameter	\$ 35.00	EACH
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under Items 1 – 9</b>			
18	Removal of hazardous hanging limbs 2 inches or more at point of break	\$ 100.00	/TREE
19	Removal of hazardous standing trees 8" – 12.99" in diameter (NOTE 8)	\$ 100.00	EACH
20	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 8)	\$ 100.00	EACH
21	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 8)	\$ 150.00	EACH
22	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 8)	\$ 200.00	EACH
23	Removal of hazardous standing trees more than 49" in diameter (NOTE 8)	\$ 200.00	EACH
<b>Marine Debris Removal</b>			
24	Canal, waterway and ditch clearing	\$ 50.00	/LF
25	Bays and other open waters	\$ 600.00	/ACRE
26	Marine vessel and other land vehicle removal	\$ 125.00	/LF

<b>Totals</b>
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Items 1-13	\$	100.25
Stumps 14-15	\$	650.00
Boulders 16-17	\$	60.00
Hazardous Trees/Limbs 18-23	\$	850.00
Marine Debris 24-26	\$	775.00
Sheet	\$	2,435.25

ITEM DESCRIPTION (or equivalent)	Hourly Rate
JD 544 Wheel Loader with debris grapple	\$ 110.00
JD 644 Wheel Loader with debris grapple	\$ 110.00
Extendaboom Forklift with debris grapple	\$ 120.00
753 Bobcat Skid Steer Loader with debris grapple	\$ 120.00
753 Bobcat Skid Steer Loader with bucket	\$ 120.00
753 Bobcat Skid Steer Loader with street sweeper	\$ 120.00
30-50 H Farm Tractor with box blade or rake	\$ 40.00
2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ 130.00
3 – 4 cu. yd. Articulated Loader with bucket	\$ 180.00
JD 648E Log Skidder	\$ 45.00
CAT D4 Dozer	\$ 90.00
CAT D5 Dozer	\$ 140.00
CAT D6 Dozer	\$ 175.00
CAT D7 Dozer	\$ 175.00
CAT D8 Dozer	\$ 175.00
CAT 125 – 140 HP Motor Grader	\$ 45.00
JD 690 Trackhoe with debris grapple	\$ 150.00
JD 690 Trackhoe with bucket and thumb	\$ 150.00
Rubber Tired Trackhoe with debris grapple	\$ 130.00
Rubber Tired Excavator with debris grapple	\$ 130.00
JD 310 Rubber Tired Backhoe with bucket and hoe	\$ 130.00
210 Prentiss Knuckleboom with debris grapple	\$ 200.00
CAT 623 Self-Loader Scraper	\$ 100.00
Hand-Fed Debris Chipper	\$ 350.00
300 – 400 HP Tub Grinder	\$ 250.00
800 – 1000 HP Tub Grinder	\$ 300.00
30 Ton Crane	\$ 150.00
50 Ton Crane	\$ 250.00
100 Ton Crane	\$ 350.00
40 – 60' Bucket Truck	\$ 250.00
Greater than 60' Bucket Truck	\$ 275.00
Fuel/Service Truck	\$ 50.00
Water Truck	\$ 50.00

Totals		
Equipment	\$	6,685.00
Labor	\$	775.00
Materials	\$	15.00
Sheet	\$	7,475.00

Portable Light Plant	\$	50.00
Equipment Transports	\$	75.00
Lowboy Trailer with Tractor	\$	75.00
Flatbed Truck	\$	75.00
½ ton Pickup Truck	\$	5.00
¾ ton Pickup Truck	\$	5.00
1-ton Pickup Truck	\$	5.00
Off road truck	\$	100.00
Self-Loading Dump Truck with debris grapple	\$	100.00
Single Axle Dump Truck, 5 – 12 cu. yd.	\$	100.00
Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$	110.00
Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$	120.00
Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$	125.00
Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$	150.00
Power Screen	\$	45.00
Stacking Conveyor	\$	45.00
Chainsaw (without operator)	\$	5.00
Air Curtain Incinerator, self-contained	\$	100.00
Temporary Office Trailer	\$	100.00
Mobile Command and Communications Trailer	\$	100.00
Generators from 10KW to 30KW	\$	35.00
<b>PERSONNEL DESCRIPTION</b>		<b>Hourly Rate</b>
Operations Manager	\$	50.00
Superintendent	\$	50.00
Foreman	\$	50.00
Safety Officer/Quality Control Inspector	\$	50.00
Laborer & Traffic Control Flag person	\$	40.00
Documentation Clerk	\$	30.00
Time Keeper	\$	30.00
HAZMAT Operator	\$	75.00
HAZMAT Technician	\$	75.00
Household HAZMAT Inspection and Removal Crew	\$	150.00
Skilled Sawman	\$	50.00
Crew Foreman with cell phone	\$	50.00
Tree Climber	\$	75.00

MATERIAL DESCRIPTION	/YARD	
Fill dirt for stump holes – installed (includes purchase, placement and shaping)	\$	15.00