

## STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: <b>Tim Pendergrass</b>	Invitation for Bid #: <b>19-IFB-1545027233-PTW</b>
	Bids will be publicly opened: <b>June 24, 2025, at 2:00pm, ET</b> Meeting ID: 257 946 746 049 9 Passcode: vG9gE3Fw
Using Agency: <b>NCDPS: NC Emergency Management</b>	Commodity No. and Description: <b>771116 Environmental Rehab</b>
Requisition No.: <b>RQ194607</b>	

### EXECUTION

In compliance with this Invitation for Bid (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 understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- 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
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

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-Contractors 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.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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 contracts; 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 Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.


By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR: <b>Emergency Disaster Services DBA EDS Holdco, LLC</b>		
STREET ADDRESS: <b>1385 Pridemore Court</b>	P.O. BOX:	ZIP: <b>40505</b>
CITY & STATE & ZIP: <b>Lexington, KY 40505</b>	TELEPHONE NUMBER: <b>859-255-0717</b>	TOLL FREE TEL. NO: <b>800-785-8639</b>
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		

Bid Number: 19-IFB-1545027233-PTW

Vendor: Emergency Disaster Services

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <b>Abby Dobson, President</b>		FAX NUMBER: <b>859-253-9790</b>
VENDOR'S AUTHORIZED SIGNATURE*: 	DATE: <b>July 1, 2025</b>	EMAIL: <b>abby@emergencydisasterservices.com</b>

**VALIDITY PERIOD**

Offer shall be valid for at least one-hundred twenty (120) days from date of bid opening, unless otherwise stated here: \_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BIDS**

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this 22nd day of Sept., 2025, as indicated on

The attached certification, by Tim Pendergrass.

(Authorized Representative of the North Carolina Department of Public Safety)

Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 60 days of the certification of completion of the project by the Activating Entity, provided the Vendor has filed all contractually required documents and certification of the activation entity, including acceptable evidence of the satisfaction of all claims or liens.

## 6.0 CONTRACT ADMINISTRATION

The Activating Entity Subrecipient as defined in 2 CFR 200.93 and 44 CFR 206.201 is designated and listed below in “*Contact Information for Transmitting the Notice to Proceed*”.

### **Contract Administrator (Administrative and Operational Issues) for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202:**

Purchasing Director, Tymica Dunn, NC Department of Public Safety, Division of Emergency Management, 3040 Hammond Business Place, Raleigh, NC 27603, (919) 324-6228

### **Contract Manager (Contractual Terms and Performance Management) for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202:**

NC Department of Public Safety, Emergency Management-JFHQ, 1636 Gold Star Drive, Raleigh, NC, 27607, (919) 825-2275  
All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

## 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

CONTRACT MANAGER POINT OF CONTACT	
Name:	Abby Dobson
Office Phone #:	1-800-785-8639
Mobile Phone #:	1-859-608-6693
Email:	Government@edsteam.com

24 Hour Emergency Points of Contact		
Provide at least two (2) 24/7 emergency contacts by which orders can be placed	Name	Ron Johnson
	Main Phone Number	1-800-785-8639
	Office Phone Number	1-800-785-8639
	Mobile Phone Number	1-832-888-4210
	Email Address	Government@edsteam.com
	Name	Abby Dobson
	Main Phone Number	1-800-785-8639

	Office Phone Number	1-800-785-8639
	Mobile Phone Number	1-859-608-6693
	Email Address	Government@edsteam.com

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED: CONTACT NAME	TELEPHONE NUMBER	E-MAIL
Abby Dobson	1-859-608-6693	Government@edsteam.com

**PROJECT MANAGER (As defined in Section 5.7) 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	EDS boasts a large and diverse project management team. However, assigning a specific individual to a particular area without a comprehensive understanding of the nature, size, and scope of the response would be challenging. To ensure that we place the right project staff in the appropriate location to meet the demands of the state and its stakeholders effectively, our project manager assignments will be made at the time of activation or response.		
2			
3			
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6			
7			
8			
9			

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
10			
11			
12			
13			

## 6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

## 6.3 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## 6.4 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be done through the contract administrator.

## 6.5 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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NC Department of Public Safety  
PURCHASING & LOGISTICS

Josh Stein, Governor

Eddie M. Buffaloe Jr., Secretary  
Tymica Dunn, Director

**Purchasing & Logistics**  
**IMPORTANT BID ADDENDUM**

June 27, 2025

BID Number: 19-IFB-1545027233-PTW      COMMODITY/SERVICE: 771116 Environmental Rehab  
ADDENDUM Number: 4      USING AGENCY: NCDPS: NC Emergency Management  
PURCHASER: Tim Pendergrass      OPENING DATE/TIME: July 10, 2025, at 2:00pm, ET

**FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS SHALL  
SUBJECT YOUR BID TO REJECTION ON THE AFFECTED ITEM(S):**

**REVISED ATTACHMENT A: PRICING CHART**

The chart below replaces the one located in the bid document. Vendors shall complete the pricing chart below and return with the bid response.

**Vendor shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, and profit.**

**The below information is demonstrative of all categories of work that Vendor will be required to provide costs for and will appear in the Excel PRICE file that is subsequently linked. The Vendor shall download the Excel PRICE file located at <ftp://ftp1.ncem.org/> [ftp1.ncem.org], populate only the Vendor's pricing in the Cost column. For submission Vendor shall print a copy of the Excel PRICE and provide in electronic flash drive to the Vendor's response, clearly showing for which Region as described Section 1.0 PURPOSE AND BACKGROUND.**

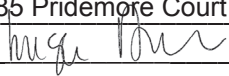
Item	Description of work	Cost	Unit
<u>1</u>	<b><u>Vegetative and/or C&amp;D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS/TDSRS) or other disposal sites (NOTE 1 &amp; 7)</u></b>	\$11.75	<u>/CY</u>



<u>2</u>	<u>Vegetative and/or C&amp;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 &amp; 7)</u>	\$11.95	<u>/CY</u>
<u>3</u>	<u>Vegetative and/or C&amp;D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 &amp; 7)</u>	\$11.50 \$145.00	<u>/CY</u> <u>/TON</u>
<u>4</u>	<u>Vegetative and/or C&amp;D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 &amp; 7)</u>	\$10.25 \$95.00	<u>/CY</u> <u>/TON</u>
<u>5</u>	<u>Management of DMS/TDSRS (NOTE 4)</u>	\$2.50	<u>/CY</u>
<u>6</u>	<u>Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal</u>	\$2.95	<u>/CY</u>
<u>7</u>	<u>Grinding, reduction, compaction, or consolidation of C&amp;D debris at DMS/TDSRS</u>	\$2.25	<u>/CY</u>
<u>8</u>	<u>Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal</u>	\$2.95	<u>/CY</u>
<u>9</u>	<u>Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal</u>	\$3.25	<u>/CY</u>
<u>10</u>	<u>Pick Up and Haul of White Goods to an Approved Disposal Site Activating Entities area</u>	\$2.95	<u>/LB</u>
<u>11</u>	<u>Pick Up and Disposal of Hazardous Material</u>	\$6.95	<u>/LB</u>
<u>12</u>	<u>Freon Management and Recycling</u>	\$45.00	<u>/UNIT</u>
<u>13</u>	<u>Biowaste transportation and disposal</u>	\$12.50	<u>/LB</u>
<u>14</u>	<u>Sediment removal from ROW to DMS/Final</u>	\$82.50	<u>/CY</u>
<u>15</u>	<u>Final pass</u>	\$28,500	<u>/EACH</u>
<b><u>Extraction of hazardous stumps resulting from trees growing on the right of way &amp; Hauling to Final Disposal Site (NOTE 5)</u></b>			
<u>16</u>	<u>24-inch diameter to 47.99-inch diameter measured 24" above ground</u>	\$395.00	<u>/STUMP</u>
<u>17</u>	<u>48-inch diameter and greater</u>	\$595.00	<u>/STUMP</u>
<b><u>Removal of Boulders</u></b>			
<u>18</u>	<u>Removal of hazardous boulders from 18" – 35.99" in diameter</u>	\$85.00	<u>EACH</u>
<u>19</u>	<u>Removal of hazardous boulders more than 36" in diameter</u>	\$115.00	<u>EACH</u>
<b><u>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9</u></b>			
<u>20</u>	<u>Removal of hazardous hanging limbs 2 inches or more at point of break</u>	\$95.00	<u>/TREE</u>
<u>21</u>	<u>Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 8)</u>	\$110.00	<u>EACH</u>

<u>22</u>	<u>Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 8)</u>	\$189.00	<u>EACH</u>
<u>23</u>	<u>Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 8)</u>	\$299.00	<u>EACH</u>
<u>24</u>	<u>Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 8)</u>	\$395.00	<u>EACH</u>
<u>25</u>	<u>Removal of hazardous standing trees more than 49" in diameter (NOTE 8)</u>	\$495.00	<u>EACH</u>
<b><u>Marine Debris Removal</u></b>			
<u>26</u>	<u>Canal, waterway, and ditch clearing</u>	\$36.65	<u>/LF</u>
<u>27</u>	<u>Bays and other open waters</u>	\$328.00	<u>/ACRE</u>
<u>28</u>	<u>Marine vessel and other land vehicle removal</u>	\$68.00	<u>/LF</u>
<b><u>The following items shall be billed on a time and material basis.</u></b>			
<u>29</u>	<u>Emergency Road Clearance</u>	<u>See Attachment II</u>	

**Execute Addendum:**

BIDDER: Emergency Disaster Services (EDS Holdco, LLC)  
ADDRESS (CITY & STATE): 1385 Pridemore Court Lexington, Kentucky 40505  
AUTHORIZED SIGNATURE:   
NAME and TITLE (Typed): Abby Dobson, President





## Purchasing & Logistics IMPORTANT BID ADDENDUM

July 1, 2025

BID Number: 19-IFB-1545027233-PTW	COMMODITY/SERVICE: 771116 Environmental Rehab
ADDENDUM Number: 5	USING AGENCY: NCDPS: NC Emergency Management
PURCHASER: Tim Pendergrass	OPENING DATE/TIME: July 10, 2025, at 2:00pm, ET

**FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS SHALL  
SUBJECT YOUR BID TO REJECTION ON THE AFFECTED ITEM(S):**

### **REVISED ATTACHMENT A.1 FEE SCHEDULE (Continued) and ATTACHMENT A.2: FEE SCHEDULE – EQUIPMENT AND LABOR RATES**

The notes and tables below were omitted from the previous addendum. Vendors shall complete the notes and tables below and return this addendum with the bid responses.

#### **NOTES:**

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add \$6.97 per cubic yard.
2. This price assumes final disposal is within 150 miles. For distances, over 150 miles but less than 300 miles add \$13.25 per cubic yard.
3. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Vendor pays tipping fee at final disposal site(s) and bills the Activating Entity at cost.
4. Includes management of site remediation to include but not limited to pre and post use soil and water testing.
5. Boulders are defined for these purposes as any rock fragment with a size equal to or greater than 18 inches in diameter at its greatest point.
6. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325 (FEMA Public Assistance Debris Management Guide). Once converted amounts will be charged using item 1-4 rates as appropriate.



7. Invoices to be based on incoming and/or outgoing load tickets.
8. Measured at 4.5 feet above ground.
9. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.
10. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Vendor shall engage in PPDR work only with a written right of entry (See Right of Entry Approval Form, Attachment L) and hold harmless document executed by the private property owner and upon the written approval of the Activating Entity.

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## ATTACHMENT A.2: FEE SCHEDULE – EQUIPMENT AND LABOR RATES

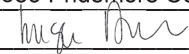
ITEM DESCRIPTION (or equivalent)	Hourly Rate
JD 544 Wheel Loader with debris grapple	\$ 265.00
JD 644 Wheel Loader with debris grapple	\$ 285.00
Extendaboom Forklift with debris grapple	\$ 225.00
753 Bobcat Skid Steer Loader with debris grapple	\$ 185.00
753 Bobcat Skid Steer Loader with bucket	\$ 185.00
753 Bobcat Skid Steer Loader with street sweeper	\$ 195.00
30-50 H Farm Tractor with box blade or rake	\$ 135.00
2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ 225.00
3 – 4 cu. yd. Articulated Loader with bucket	\$ 285.00
JD 648E Log Skidder	\$ 125.00
CAT D4 Dozer	\$ 95.00
CAT D5 Dozer	\$ 125.00
CAT D6 Dozer	\$ 145.00
CAT D7 Dozer	\$ 165.00
CAT D8 Dozer	\$ 195.00
CAT 125 – 140 HP Motor Grader	\$ 245.00
JD 690 Trackhoe with debris grapple	\$ 165.00
JD 690 Trackhoe with bucket and thumb	\$ 185.00
Rubber Tired Trackhoe with debris grapple	\$ 225.00
Rubber Tired Excavator with debris grapple	\$ 265.00
JD 310 Rubber Tired Backhoe with bucket and hoe	\$ 225.00
210 Prentiss Knuckleboom with debris grapple	\$ 295.00
CAT 623 Self-Loader Scraper	\$ 165.00
Hand-Fed Debris Chipper	\$ 195.00
300 – 400 HP Tub Grinder	\$ 450.00
800 – 1000 HP Tub Grinder	\$ 595.00
30 Ton Crane	\$ 325.00
50 Ton Crane	\$ 495.00
100 Ton Crane	\$ 575.00
40 – 60' Bucket Truck	\$ 135.00
Greater than 60' Bucket Truck	\$ 155.00
Fuel/Service Truck	\$ 145.00
Water Truck	\$ 135.00
Portable Light Plant	\$ 45.00
Equipment Transports	\$ 125.00
Lowboy Trailer with Tractor	\$ 140.00
Flatbed Truck	\$ 110.00
ITEM DESCRIPTION (or equivalent)	Hourly Rate
½ ton Pickup Truck	\$ 45.00
¾ ton Pickup Truck	\$ 60.00
1-ton Pickup Truck	\$ 84.00
Off road truck	\$ 229.00
Self-Loading Dump Truck with debris grapple	\$ 225.00
Single Axel Dump Truck, 5 – 12 cu. yd.	\$ 95.00
Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 135.00
Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 135.00

Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 145.00
Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 155.00
Power Screen	\$ 105.00
Stacking Conveyor	\$ 85.00
Chainsaw (without operator)	\$ 25.00
Air Curtain Incinerator, self-contained	\$ 224.00
Temporary Office Trailer	\$ 135.00
Mobile Command and Communications Trailer	\$ 224.00
Generators from 10KW to 300KW	\$ 429.00
<b>PERSONNEL DESCRIPTION</b>	<b>Hourly Rate</b>
Operations Manager	\$ 125.00
Superintendent	\$ 110.00
Foreman	\$ 105.00
Safety Officer/Quality Control Inspector	\$ 115.00
Laborer & Traffic Control Flag person	\$ 85.00
Documentation Clerk	\$ 65.00
Timekeeper	\$ 65.00
HAZMAT Operator	\$ 125.00
HAZMAT Technician	\$ 110.00
Household HAZMAT Inspection and Removal Crew	\$ 395.00
Skilled Sawman	\$ 95.00
Crew Foreman with cell phone	\$ 95.00
Tree Climber	\$ 115.00
<b>MATERIAL DESCRIPTION</b>	<b>/YARD</b>
Fill dirt for stump holes – installed (includes purchase, placement and shaping)	\$ 23.50

**NOTES:**

1. Equipment rates are fully encumbered to include but not limited to the cost of the operator, fuel, and maintenance.

**Execute Addendum:**

BIDDER: Emergency Disaster Services (EDS Holdco LLC)  
ADDRESS (CITY & STATE): 1385 Pridemore Court Lexington, Kentucky 40505  
AUTHORIZED SIGNATURE:   
NAME and TITLE (Typed): Abby Dobson, President