

REQUEST FOR PROPOSAL



DISASTER DEBRIS RECOVERY SERVICES – City of Seneca Disc Golf Course

RFP 2022-006-COS

**Due Date: June 24, 2022
2:00 PM EST**

**City of Seneca
221 E. North First Street
P.O. Box 4773
Seneca, South Carolina 29679**



**CITY OF SENECA, SOUTH CAROLINA
REQUEST FOR PROPOSAL**

Disaster Debris Recovery Services – Disc Golf Course

INSTRUCTIONS TO PROPOSERS

1. THE PROPOSAL

Proposals submitted in response to this RFP complete and in the format outlined herein. This proposal format is mandatory. Proposal shall be submitted in a sealed envelope with the name and address of the person(s) submitting the proposal.

The proposal should be signed by an officer authorized to make a binding commitment for the company making the proposal. All cost and price information submitted by the Proposer will remain irrevocable for a period of 120 days from the date of submittal.

2. CHANGES TO THE PROPOSAL

Changes to the proposal may be made at any time prior to the opening of the proposals, however, all changes must be submitted in writing in an envelope marked “Modification to Proposal.” The proposal and modifications will be opened at the same time and the proposal changed accordingly.

3. PROPOSAL RESERVATIONS

To the extent allowed by the applicable state and federal laws, the CITY OF SENECA, (hereafter, “City”) reserves the right to reject any proposal that is nonconforming, nonresponsive, unbalanced, or conditional. A proposal may be considered nonconforming if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to reject any proposal if the City believes the Proposer is unqualified or of doubtful financial ability. The proposal may also be rejected if the Proposer fails to meet any other pertinent standard or criteria established by the City.

4. ACCEPTANCE OF PROPOSALS

The City intends to award a contract to the Contractor submitting the proposal that best satisfies the needs of the City. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon both technical factors and price. The City reserves the right to conduct negotiations with responsible Proposers. This does not commit the City to award a contract. The City may award a contract solely on the basis of the proposal submitted without any negotiations.

Contents of the proposal may become contractual obligations if a contract ensues. Failure of the Proposer to honor these obligations may result in cancellation of the award.

5. AWARD OF CONTRACT

In the event the City decides to award a contract pursuant to this RFP, the City will provide a properly prepared Independent Contractor Agreement to the successful Proposer. In the event that the agreement is not approved and returned by the successful Proposer within 10 days, the Proposer may require that it be released from contract obligation. The foregoing action by the City or the Proposer shall in no way provide any cause whatsoever for a claim against the City by the Proposer.

6. TERMINATION CLAUSES

a. Failure to Provide Service

If the successful Proposer fails to provide any services described in the contract, or fails to meet any obligations contained therein, the City reserves the right to terminate the contract by providing written notice to the Proposer. The Proposer will have 30 days to cure the default. If said default cannot be cured within 30 days of the City's written notice, the City may demand its own timetable or terminate the contract.

b. Authority to Terminate

The MAYOR and CITY ADMINISTRATOR are authorized to terminate this contract on behalf of the City.

c. Termination for Convenience

The City shall have the right to terminate the contract without cause and at its convenience, with immediate notice to the Contractor.

d. Force Majeure

It is mutually understood and agreed that the contract holder shall be waived of its obligations under the contract during any period or periods of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the contract holder shall give the City prompt oral notification followed by written notice of the particulars and estimated duration of said Force Majeure.

e. Law to Govern

The parties acknowledge that the contract is made and entered into with the City of Seneca, S.C., and will be performed in City of Seneca, S.C. The parties further acknowledge and agree that South Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under contract and that South Carolina law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the contract. The parties further agree that any and all legal actions proceeding relating to the contract shall be brought in a court of competent jurisdiction in City of Seneca, South Carolina. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in City of Seneca, South Carolina

7. SCOPE OF WORK

The City is requesting proposals from experienced and qualified firms to enter into post-event contracts for the following services: Contractors shall provide disaster recovery services including, but not limited to, clean-up, reduction and disposal of debris resulting from the April 2020 tornado located on the city's publicly used Disc Golf Course located at Shaver Recreation Complex, as directed by the City in order to eliminate immediate threats to public health and safety.

Also required is the elimination of immediate threats of significant damage to improved public or private property (see Section C) and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available to the City's officials. Selected contractors will be subject to observation by the City's recovery management staff. This staff, which may include contracted specialist along with staff from other government entities, will ensure debris removal efforts are within Public Assistance guidelines and in compliance with all applicable Federal, State, and local regulations.

The primary focus for this work is debris generated by a tornado in April 2020. To provide a non-committal estimate of potential contract scope, a visual estimate was used to predict debris amounts for an EF 3 tornado. The model estimated debris to consist of ±370 cubic yards (CY) of limbs and brush, ±58.8 CY of tree material, and 15 root balls.

Firms shall submit one (1) original and three (3) copies of their proposal as requested by this invitation.

The work to be undertaken includes, but may not be limited to:

- 1) Debris removal from public, accessible playing area of Disc Golf Course.
- 2) Debris reduction by grinding into a mulch and leave on site.
- 3) Removal of broken/hazard trees and limbs as a result of tornado.
- 4) Debris Disposal: Disposal of all disaster debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards, and regulations.
- 5) Documentation and Inspections: All debris shall be subject to inspection by the City of Seneca. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the City access to all work sites and disposal areas. The Contractor will work closely with state authorities, FEMA, and other agencies to ensure that debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
- 6) Work Sites: The City will establish and approve all sites that the Contractor will be allowed to use. Pre-use surveys will be completed to include soil and water testing. The Contractor will remove all debris and return the site from which debris was removed in a clean and neat condition. Verification will be done using the pre-use surveys results.
- 7) Hazardous Stump Extraction: The Contractor shall extract all stumps that are determined to be hazardous to public access and as directed by the City. Stumps will be reduced on site.
- 8) Backfilling of stump root ball holes upon direction of the City. This clean fill dirt shall be compacted as directed by the City.
- 9) Loading, hauling, and management of storm-deposited soils (e.g., silt, sand, or mud). This may include tasks like sifting, cleaning, and sorting sand before placement back on beaches.
- 10) Documentation and Recovery Process: Contractor will provide the following in addition to debris removal activities:
 - a) Documentation of recovery process
 - b) Provide written and oral status as requested by the City
 - c) Review documentation for accuracy and quantity

d) Assist in preparation of claim documentation

11) Any costs associated with the documentation and recovery process shall be included in Contractor's prices in the pricing attachments. Proposers shall have proven experience with overall management and FEMA requirements including alternative procedures that may be available under pilot programs as well as all rules and regulations to qualify for this scope of work.

8. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the City to provide businesses owned by minority persons equal access and opportunity to participate fully in all aspects of the City's programs; to prohibit discrimination against businesses on the basis of race, color, national origin, or gender; to promote and encourage full and open competition; and to promote equal access to contracting opportunities among the various contractors and vendors that do business with the City. Women-owned and minority-owned businesses are encouraged to apply.

9. CONTRACT ADMINISTRATOR

The CITY ADMINISTRATOR and/or his designee will be the Contract Administrator for this project.

10. CITY OF SENECA SELECTION PROCESS

Proposals will be reviewed and ranked by the City Officials and Staff. After review and ranking firms may be selected for interviews and shall be prepared to make a scheduled presentation to the City, if required.

All communications (as opposed to bids) regarding this project, including any questions related to this Request for Proposal, shall be submitted to Joshua Riches, no later than June 16, 2022, to: jriches@seneca.sc.us.

11. SUBMISSION REQUIREMENTS

To be considered, submit one (1) original and three (3) complete copies in an 8 ½" by 11" format.

Submission Deadline and Location: **Proposals** must be submitted to Joshua Riches, at the address below by June 24, 2022.

Required Information and format:

The submitted Proposal shall be divided into seven separate sections. The seven sections shall contain the following information.

Section 1: Cover letter/Executive Summary describing the Contractor's firm and including names, address, phone number, fax number and email address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.

Section 2: The Proposer's qualifications to meet City of Seneca's objectives and to perform the tasks listed in the proposal. This shall include a statement regarding the financial capability of the company, a description of the office(s) from which the service is being performed and nature of staff and a list of equipment available for recovery projects.

Section 3: Shall outline the contractor's willingness and ability to utilize local contractors and their general requirements for doing so. This includes the contractor's use of women and minority owned businesses to provide services. This shall not be construed as the City endorsing any practice which would violate 2 CFR 200.219(a).

Section 4: A statement of the Contractor’s familiarity and experience with FEMA’s Public Assistance Program including all Alternative Procedures Pilot Program’s for Debris Removal and applicable laws, rules, and regulations.

Section 5: A list of references for disaster specific experience over the last five (5) years, including the name of each client, a current contact person with phone number and /or email contact information, the size of each project, and response time. Additionally, Proposer must include in this section a statement listing and describing each and every lawsuit in the past five (5) years in which the Contractor sued, or was sued by, any of Contractor’s clients.

Section 6: A debris management and response plan applicable for the scope of work.

Section 7: Lists of costs for the unit prices and hourly rates contained in Attachments I and II.

12. LIMITATIONS

This request does not commit the City to the award of a contract or to pay any costs incurred in the preparation for a response to this request.

The City may or may not require the prospective Proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.

The City reserves the right to reject any or all proposals, to waive informalities, to request additional information and to award a contract deemed most advantageous for the City.

13. MINIMUM REQUIREMENTS OF PROPOSER

Proposals shall be considered only from firms normally engaged in performing the type of work specified in this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, the City in its discretion shall determine whether the evidence of responsibility and ability to perform is satisfactory. The City reserves the right to reject any or all proposals.

The Proposer should have previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of any disaster project.

The individual/ firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time. The Proposer shall also certify that insurance coverage meets or exceeds industry standards for this type of work and will be in force to mitigate risk during performance under the contract.

The Proposer shall be an equal opportunity employer and shall adhere to applicable local, state, or federal affirmative action requirements to include, but not limited to, the use of women and minority owned businesses to provide services.

14. CRITERIA FOR EVALUATION AND AWARD

The successful Proposer will be selected based upon the best response offered to the City. Along with other factors the City will use the following criteria and weight to determine the best response.

CRITERIA	WEIGHT
Price	25%
Qualifications	30%
Technical	35%
Other	10%

Proposers may be requested to give an oral presentation after submission of responses should the City find it necessary, in order to determine which is the best received.

15. INCURRED EXPENSES

The City is not responsible for any expenses which Proposer may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews, or presentation of proposals.

**ATTACHMENT I
WORK DESCRIPTION**

ITEM	DESCRIPTION OF DEBRIS WORK
1	Approximately 15 rootballs with an average diameter of 8-10 linear feet
2	Approximately 20 downed hardwood trees with an average diameter of 18 inches, an average height of 60 linear feet, and at an average of 5 feet off the ground.
3	Approximately 20 piles of downed limbs and cut branches in piles sized 10x10x5 linear feet
4	It is anticipated that the contractor will come in and remove the logs to the edge of the damaged area where a tub grinder will be able to reduce the hardwood trunks to mulch. The removal will require machinery operating in a wooded area. This mulch will be used to line the playing areas, fairways, etc. In order to efficiently reduce the piled limb debris, either a chipper can be taken down the fairways and the debris reduced on site, or the debris can be picked up and transported to the tub grinder. Mobilization/demobilization required. Final spreading and raking to ensure proper depth of mulch may be required. The rootballs will be picked up and removed to the edge of the playing area. Natural reduction can take place.

**ATTACHMENT II
FEE SCHEDULE**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative debris removal from public accessible playable area of disc golf course		/CY
2	Grinding of vegetative debris		/CY
ITEM	EXTRACTION OF HAZARDOUS STUMPS RESULTING FROM TREES GROWING ON THE RIGHT-OF-WAY AND HAULING TO FINAL DISPOSAL SITE*	COST	UNIT
3	24 inch diamter to 47.99 inch diamter measured 24" above ground		/STUMP
4	48 inch diameter and greater		/STUMP
	<i>* If applicable</i>		
ITEM	DEBRIS FROM LEANERS AND HANGERS WILL BE PILED ON RIGHT-OF-WAY AND WILL BE HAULED AND DISPOSED OF*	COST	UNIT
5	Removal of hazardous hanging limbs 2 inches or more at point of break		/TREE
6	Removal of hazardous standing trees 6"-12.99" in diameter		EACH
7	Removal of hazardous standing trees 13"-24.99" in diameter		EACH
8	Removal of hazardous standing trees 25"-36.99" in diameter		EACH
9	Removal of hazardous standing trees 37"-48.99" in diameter		EACH
10	Removal of hazardous standing trees 6"-12.99" in diameter		EACH
	<i>* If applicable</i>		

NOTES:

1. Includes management of site remediation to include but not limited to pre and post use soil and water testing.
2. Items 1-10 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.

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The prospective lower tier participant [\$100,000 or more] certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their proposal.

Signed: _____ Dated: _____

Typed (or Printed) Name: _____