

REQUEST FOR PROPOSAL DEBRIS REMOVAL RFP#032919-DR

NOTICES/INSTRUCTIONS TO PROPOSERS

The City of Clear Lake Shores, Texas requests proposals from qualified contractors for Debris Management Services. Debris as used in this document is defined as found in the Federal Emergency Management Agency (FEMA) Debris Management Guide, page iii. This guide may be accessed at <http://www.fema.gov/>. It is the intent of this solicitation to enter into a Pre-event contract, which would result in no immediate cost to the City but provides a qualified vendor the City can immediately engage in the event of a disaster and which must meet FEMA guidelines established as found in FEMA DMG (FEMA publication 325).

1.0 GENERAL OVERVIEW OF THE CONTRACT SCOPE

The qualified firm will develop and present the scope of services, meeting the City's needs in the event of a disaster. The work to be undertaken may include but is not limited to the following:

- (a) Emergency Road Clearance – Removal of debris from the primary transportation routes as directed by the City.
- (b) Debris Removal from Public Property – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
- (c) All debris is to be processed in accordance with local, State and Federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- (d) Generated Hazardous Waste Abatement – Abatement of hazardous waste identified by the City in accordance with all applicable Federal, State, and local laws, standards and regulations.
- (e) Debris Removal – Disposal of all eligible 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. The contractor shall be responsible for paying all landfill-tipping fees and receiving reimbursement from the city.
- (f) Documentation and Inspections – Storm debris shall be subject to inspection by the City. Inspections will be to insure 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

and the City will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Contractor shall prepare all Federal (FEMA) and State reports for any potential reimbursement. City employees shall review all documentation prior to submittal. The Contractor will work closely with the City of Clear Lake Shores, County of Galveston, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

- (g) Work Areas – The City will approve all areas that the Contractor will be allowed to work in. The Contractor will remove all eligible debris and leave the site from which the debris removed in a clean and neat condition.
- (h) White Goods – The Contractor may expect to encounter white goods available for disposal. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- (i) Hazardous Stumps – The Contractor shall remove all stumps that are determined by the City to be hazardous to public access and as directed by the City. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size, grinding is acceptable with removal of chippings by the contractor.
- (j) Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City.
- (k) Documentation and Recovery Process – The Contractor will provide the following assistance in addition to debris removal:
 - (1) Recovery process documentation – create recovery process documentation plan
 - (2) Maintain documentation of recovery process
 - (3) Provide written and oral status reports as requested to the City
 - (4) Review documentation for accuracy and quantity
 - (5) Assist in preparation of claim documentation
 - (6) Allow the City to document and identify all vehicles used in the debris removal process.
- (l) Priority of Work Areas
The City will approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. There will be certain debris that is not picked up by equipment, machinery, and general laborers used by the Contractor.
- (m) Working Hours
All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that

at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary and safe, subject to City approval. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

1.1 SCOPE OF WORK: DEBRIS MANAGEMENT CONTRACT

The City is seeking a Firm to coordinate and conduct Emergency Debris Management Activities in the event of a disaster. This RFP includes several scopes of work or scenarios. Respondents may submit proposals on any or all of the scenarios or may propose alternate scopes of work or scenarios. All proposals will be evaluated as to their appropriateness.

1.2 SCOPE OF WORK NO. 1: SMALL EVENT - LOCALIZED

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of **localized woody debris**. The work will most likely be assisting very limited city resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

1.3 SCOPE OF WORK NO. 2: SMALL EVENT – CITY-WIDE

In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources. The quantity shall not be so significant as to require specialized reduction in volume such as by burning. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

1.4 SCOPE OF WORK NO. 3: SIGNIFICANT EVENT – REMOVAL, REDUCTION HAULING – WOODY DEBRIS ONLY – CITY-WIDE.

In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated the contractor. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

1.5 SCOPE OF WORK NO. 4: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING AND SEPARATING – MIXED DEBRIS – CITY-WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling and disposal site(s) designated, managed, and operated by a government agency or contractor.

Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

1.6 SCOPE OF WORK NO. 5: CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITY-WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle, and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

1.8 SCOPE OF WORK NO. 6: CATASTROPHIC EVENT – TOTAL MANAGEMENT – CITY-WIDE

In this event the contractor will be tasked to combine site management and field operations as listed above for the removal through disposal of mixed debris at a designated site. Contractors shall prove experience with overall management and FEMA requirements, rules, and regulations to qualify for this scope.

1.9 SCOPE OF SERVICES: TECHNICAL DISASTER RECOVERY ASSISTANCE

The contractor may be called upon to provide disaster recovery technical assistance to appointed and elected officials within the County. This assistance shall include Public Assistance Program Management Assistance. This Scope of Services may be implemented alone or in conjunction with any of the Debris Management Scope of Work described previously.

1.10 PROGRAM MANAGEMENT ASSISTANCE

- (a) Damage Survey Report (DSR) or Project Worksheet (PW)
 - 1. Official DSR/PW requests – Assist City personnel in the following:
 - i. Identification of expenditures eligible for reimbursement
 - ii. Submission of official “request for DSR inspection”
 - 2. Local government representation on DSR/PW team – Train and assist City personnel to accomplish the following:
 - i. Identification of eligible items for reimbursement
 - ii. Review of DSR/PW for accurate scope of work
 - iii. Review of DSR/PW for accurate unit costs
 - 3. Recovery process documentation – assist City personnel in the following:

- i. Creation of recovery process documentation plan
 - ii. Maintenance of documentation of recovery plan
4. Force account labor vs. contract labor

Recommendations for government officials on need to contract or utilize force account labor
5. Recovery process oversight
 - i. Recommendation to city officials on need to contract for project management for projects requiring intense oversight
 - ii. DSR/PW tracing through State and Federal process
 - iii. Written and oral status reports to government officials

(b) Documentation Support

1. Review of records system for applicability to Federal and State requirements
2. Orientation and training of City Personnel on requirements for quality and quantity of required documentation
3. Review documentation for accuracy and quantity
4. Assist in preparation of claim documentation

(c) Consultation and negotiation services

1. Recommendations to city officials on plans of action
2. Provide guidance to city officials on issues involving Federal and State reimbursement
3. Assist City officials in negotiations with Federal and State officials if needed.
4. Other representations as may be requested/required
5. Costs for Program Management Services
All costs associated with this service are included in the costs listed in the price schedule. There will be no additional cost for this service.

1.11 EVALUATION:

The proposer may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give previous history and references in order to satisfy the City with regard to the proposer's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject a proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City

that the proposer is properly qualified to carry out the objectives of the contract and to complete the work described therein.

1.12 **PROPOSAL REQUIREMENTS & RESPONSE FORMAT:**

Proposers shall present their responses to the Request for Proposals in the manner and format listed below, identifying each response by its respective tab numeral.

Tab	Item
I	Management Summary. The proposer shall provide a cover letter indicating the underlying philosophy of the firm in providing the service. Proposer shall also provide a comprehensive organizational chart. The cover letter and organizational chart shall be limited to one (1) page each.
II.	Proposal <ul style="list-style-type: none">• Describe, in detail, how the service will be provided. The proposer shall address each of the scopes of work specified.• The proposer shall include the mobilization response time for each scope of work specified.• The proposer shall include a statement that they will meet all program standards as provided for in The City of Clear Lake Shores and County of Galveston Debris Management Plan.• The proposer shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.• The proposer shall identify the specific sites proposed for the TDSRS facilities and their respective acreage.
III.	Corporate Experience. <p>The proposer shall state the size of the firm's staff, the location of the office from which this service is to be performed and the number and nature of the staff to be employed in the performance of this service of a full-time basis and the number and nature of the staff to be so employed on a part-time basis per work scope described (1.7).</p>
IV.	Qualifications. The proposer shall attach resumes of all full-time supervisory employees involved in the delivery of the offered services.
V.	References. The proposer shall provide at least three (3) references for contracts of a similar size and scope, including at least two references for

current contracts of those awarded during the past three years. Including the name of the organization, the length of the contract, a brief summary of the work completed, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts or disputes, which may have occurred over the last three years with these, or any other contract for similar work.

- VI. Pricing.** The proposer shall provide pricing information relative to providing the services outlined herein. When appropriate, pricing should be by cubic yard, including, but not limited to, pickup, transportation and all disposal fees. Other services may be listed and priced separately. Pricing shall include all direct and indirect costs including all out-of-pocket expenses. The City is not responsible for expenses incurred in preparing and submitting a proposal. Such costs shall not be included in the proposal.

Pricing shall include the following information:

- (a) Name of firm;
- (b) Certification that the person signing the proposal is entitled to represent the firm, authorized to submit the proposal and pricing data, and authorized to sign a contract with the City; and
- (c) A fee schedule for the services specified in the various scopes of work.

- VII.** Sample insurance

- VIII.** Sample Contract for Debris Removal Service

- IX.** City of Clear Lake Shores RFP required documents
- (a) Request for Proposals Sheet
 - (b) Attachment – Non-collusion statement

1.13 TYPE OF CONTRACT

The City contemplates award of a firm-fixed unit price contract resulting from this solicitation.

1.14 PERSONNEL TO CONTACT ON THIS SOLICITATION:

Proposers desiring an explanation or interpretation relative to this solicitation, must request it in writing soon enough before the date and time scheduled for receipt of Proposals specified in this solicitation. Oral explanations or instructions will not be binding. Any information given to a proposer, which in the opinion of the Emergency Management Coordinator or designee affects all proposers or would be prejudicial to other proposers if not communicated, shall be furnished to all other proposers as an addendum to the solicitation. Direct inquiries as follows:

Brent S. Spier City Administrator
City of Clear Lake Shores
1006 S. Shore Dr.
Clear Lake Shores, Tx 77565
Email: bspier@clearlakeshores-tx.gov

1.15 SPECIAL ACCOMODATIONS FOR MEETINGS

Persons with disabilities requiring reasonable accommodations to attend any scheduled meetings please contact the City Secretary's Office (281-334-2799, Ext. 207) at least forty-eight (48) hours in advance, excluding Saturday, Sunday, and County observed holidays.

1.16 REQUIRED INFORMATION/DOCUMENTS

(a) All information and completed documents submitted by a proposer in response to this solicitation shall become an integral part of the resultant contract.

1.17 SUBMISSION OF PROPOSALS

(a) All sealed proposals consisting of an original, so identified, and a minimum of two (2) copies, will be delivered to:

(1) **Attention: Brent S. Spier, City Administrator, Clear Lake Shores City Hall, 1006 S. Shore Dr., Clear Lake Shores, Texas 77565.**

(2) **Until 12 noon on May 24, 2019.**

(b) All proposals, including those submitted by commercial carrier services, shall be marked on the outermost envelope and/or package with the following information: (1) the word "PROPOSAL for DEBRIS REMOVAL", (2) the name and address of the proposer.

(c) Proposals may be modified/withdrawn by written notice if received in the office specified for receipt of proposals before the time and date set for receipt of proposals.

1.18 PREPARATION OF PROPOSALS

(a) The proposer's authorized agent shall sign any document in which a signature is required. Proposals signed by an agent shall be accompanied by evidence of that agent's authority. Erasures or other changes must be initialed by the person authorized to sign for the proposer.

(b) For each item offered in the Price Schedule, proposers shall enter the unit price and state the unit of measure (i.e. per cu. Yard).

(c) Proposals for services other than those specified shall not be considered in the award of the bid.

1.19 ISSUANCE OF ADDENDA

(a) If this solicitation is amended, the City will issue appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

(b) Proposers shall acknowledge receipt of each addendum to this solicitation using one of the following methods –

(1) By signing and returning the addendum in the bid submission package;

(2) By signed letter; or

(c) The City must receive the acknowledgement by the time and date, and at the location specified for receipt of proposals.

1.20 DISCOUNTS FOR PROMPT PAYMENT

- (a) Discounts for prompt payment will not be considered in the evaluation of proposals. However, any offered discount will form a part of the award.

1.21 **LATE SUBMISSION, MODIFICATION, AND WITHDRAWAL OF PROPOSALS**

- (a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by mail or common-carrier.
- (b) The time and date stamp or annotation placed on the proposal envelope by City shall be conclusive as to the time of receipt.
- (c) Proposals may be withdrawn by written notice received at any time before the exact time set for receipt of proposals. A proposal may be withdrawn in person by a proposer or its authorized representative if, before the exact time set for receipt of proposals, the identity of the person requesting withdrawal is established and the person signs a receipt for returned proposal.
- (d) If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled proposal opening, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal processes resume or to such other date and time as may be provided by the City in a written notice to proposers.
- (e) The City reserves the right to reject any facsimile document based on the conditions of subparagraph (a) above. The apparent successful proposers shall promptly submit any incomplete original document, if requested to do so by the City.

1.23 **CONTRACT AWARD – REQUEST FOR PROPOSALS**

- (a) The City will evaluate proposals in response to this solicitation and contemplates awarding a contract to the proposer whose proposal conforms to the requirements of this solicitation.
- (b) The City may:
 - (1) Reject any or all proposals;
 - (2) Accept other than the lowest cost proposal if justified; and
 - (3) Waive informalities or minor irregularities in proposals received.
- (c) The City may reject a proposal as if the prices proposed are materially unbalanced between line items or sub line items. A proposal will be considered materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work and thereby creating a reasonable doubt that the proposal will result in the lowest overall cost to the City, even though it may be the apparent low proposal, or creating a circumstances which are deemed tantamount to allowing an advance payment.
- (d) Proposers are cautioned to read the Request for Proposal (RFP) carefully, as it will be binding on both parties once the written award and resultant contract is made by the City.

1.24 **APPROVAL OF RESULTANT CONTRACT**

The contract, which may result from this solicitation, is subject to approval and shall not be executed until so approved.

1.25 **COSTS INCURRED BY PROPOSER**

The City will NOT be responsible, under any circumstances, for any proposal preparation costs.

1.26 **EQUAL OPPORTUNITY AGREEMENT**

- (a) By submitting a proposal in response to this solicitation, the proposer agrees to not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
- (b) Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
- (c) Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the proposer is an “Equal Opportunity Employer”.

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**REQUEST FOR PROPOSALS SHEET
DEBRIS REMOVAL
CITY OF CLEAR LAKE SHORES, TEXAS**

Having read and understood the instructions, terms, conditions and scope of work, we submit the following:

Witness

Company Name

Date

Authorized Representative Signature

Printed Name

Title: _____

Address: _____

City, State, Zip: _____

Tax Identification Number
(TIN/FEIN/SSN) -

Telephone Number

Fax Number

ATTACHMENT A – “NON-COLLUSION STATEMENT”

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING AGENT DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE”

The Undersigned affirms that they are duly authorized to execute this contract, that the company, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: _____

Address: _____

Phone: _____ Fax: _____

Bidder signature: _____

Bidder printed name: _____

Bidder Title: _____

Signature of Company Official authorizing bid: _____

Printed name of Company Official authorizing bid: _____

Company Official's Title: _____