



## **Town of Bluffton Request for Proposals RFP # 2020-01**

### **Debris Removal from Town Properties During/After Emergency**

#### **1. PURPOSE**

The Town of Bluffton, South Carolina (Town) is seeking proposals from interested and qualified firms with past, proven, positive experiences in providing **debris removal during and after an emergency in accordance with State and Federal regulations, including FEMA.**

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed proposals and to waive any technicalities and formalities. The Town of Bluffton reserves the right to negotiate with all qualified Proposers. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town's best interest to do so.

#### **2. SOLICITATION TERMS and CONDITIONS**

##### **Proposers' Responsibility**

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Proposer is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.

##### **Addenda**

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. The Town will not be responsible for any oral representation given by any employee, representative or others. It is the Proposers responsibility to check the Town of Bluffton Purchasing web site for any addenda issued. Proposers must acknowledge their bid is subject to all addenda issued by entering the total number of addenda in the place so indicated on the Signatory Sheet, attached.

##### **Questions and Inquiries**

Questions and inquiries regarding this solicitation shall be submitted to the Project Manager no later than:

**2:00 pm on Monday, July 29, 2019**

**Felicia L. Roth**

**froth@townofbluffton.com**

REV: 7/15/2019

Answers to questions and any other changes or clarifications will be communicated via an addendum and posted on the Town's Purchasing Center webpage. It is the Proposer's responsibility to check the website for updates.

Proposers are expected to ask for clarifications in a timely manner. No assumptions, exceptions, or modifications to any required forms or bid sheet permitted.

**Submittal of Proposals**

Sealed proposals shall be received by or prior to:

**2:00 pm on Monday, August 12, 2019**

The closing date and time shall be scrupulously observed. Packages containing submittals shall be presented as such that they may be easily identified. The outside of the package shall be identified as follows:

**Town of Bluffton  
20 Bridge Street  
Bluffton, South Carolina 29910**

**RFP # 2020-01  
Debris Removal from Town Properties During/After Emergency  
Attn: Felicia L. Roth**

**Public Opening of Proposals**

A public opening will be held 5 minutes following the submittal deadline at the following location:

**Town Hall Main Conference Room  
20 Bridge Street  
Bluffton, South Carolina 29910**

No packages will be accepted at the Public Opening. Packages must be submitted to the Town Hall customer service counter prior to the deadline to be considered.

The names of the firms submitting proposals will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

**Late Submittals**

***Under no circumstances shall proposals be delivered after the time specified. The Town will not be responsible for late deliveries or delayed mail. It is the Proposer's sole responsibility to ensure that submittals are complete and delivered timely. Oral offers or offers by facsimile or email are not acceptable.***

**Restricted Discussions**

All prospective Proposers are hereby instructed not to contact any member of the Town of Bluffton Council, the Town Manager, nor Town of Bluffton staff members other than the named point of contact contained herein or the

Town Purchasing & Grants Administrator regarding this opportunity during the solicitation process. Any such contact shall be cause for rejection of your submittal.

### **Acceptance / Rejection**

The Town reserves the right to accept or reject any or all proposals. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a proposal does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the proposals compared to the specific requirements and qualifications of a firm as contained and described in this document.

### **Proprietary and/or Confidential Information**

A proposal is a public document under the South Carolina Freedom of Information Act (FOIA) except as to information that may be treated as commercial, financial, or privileged and confidential as defined by S.C. Code Section 11-35-410. Proposers should mark the pages containing any commercial, financial, or privileged and confidential information as "PROPRIETARY".

### **Award**

It is the Town's intent to make an award to the Proposer who submits the overall proposal that is judged to provide the most advantageous and best value to the Town. In determining the most advantageous proposal, the Town reserves the right to consider criteria, such as, but not limited to, cost, quality, workmanship, past experience, ability, capability, reputation, and past performance. The Town may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

### **Local Preference**

The Local Vendor Preference program has been implemented by the Town of Bluffton under the Town of Bluffton Ordinance No. 2010-13. The ordinance allows the Town to implement more favorable evaluation criteria for vendors that are certified as local vendors. Any vendor certified as a local vendor shall be given preference in the following manner:

#### A. Definition of a Certified Local Vendor:

- Company maintains a local office within the legally defined boundaries of Beaufort County; has a majority of full time employees, chief officers and managers regularly conducting work at this location; properly licensed for commercial operations; is open to the public; and is in compliance with local zoning requirements;
- Company has held a valid Town Business License for a consecutive period of at least two (2) years prior to application for certification; and
- Company has submitted a Local Preference Certification statement and is on file .

#### B. Evaluation Processes:

- Selection criteria shall include (as applicable) the local vendor preference program or demonstrated local content with a minimum weighting of five (5) percent

### 3. QUALIFICATIONS

At a minimum, and to be considered a responsible proposer, the individuals and/or firm must:

- A. Currently possess or be willing to obtain a Town of Bluffton Business License if contract is awarded;
- B. Affirm that crews will mobilize within twelve (12) hours of request from the Town Manager or his designee;
- C. Demonstrate the ability to provide the requested services by providing evidence of SC DHEC authorization or licensing to properly dispose of debris from such declared disaster OR such authorization or license from qualified subcontractor, including location of staging and methodology of disposal.

### 4. SCOPE OF SERVICES

This Scope of Services defines the minimal acceptable performance by the proposer in providing the defined services at all the identified locations and related areas identified below. The successful offeror will demonstrate in its proposal the ability to perform these services for the Town of Bluffton.

#### Term of Contract

This contract shall be effective for **one (1) year** following the date of execution.

#### Scope of Work

##### **TASK 1:**

To protect property and provide for the health, welfare, and safety of persons in the town due to the damage caused from any declared disaster during this 2018 hurricane season, removal of tree hazards and cleanup at Town properties including but not limited to:

- Oyster Factory Park
- DuBois Park
- Oscar Frazier Park including Community Center and Dog Park areas
- Town Hall located at 20 Bridge Street
- Public Works facilities located at 11 Recreation Court
- Stormwater facilities located at 1261 May River Road
- Police substation located at 1264 May River Road
- The Law Enforcement Center located at 101 Progressive Street

Tasks include tree removal, disposal of debris, and the return to safety of the properties for pedestrian access and activities. Proposers shall describe intended debris removal methodology, whether incineration or grinding. If incineration, include the entity or subcontractor, as applicable, who is licensed by SC DHEC to incinerate such debris. The location of incineration shall be defined.

Proposers shall make an assurance that crews will be mobilized within twelve (12) hours of notification from the Town Manager or his designee. See affirmation in red text at the bottom of the Signatory Sheet.

##### **TASK 2:**

Proposers are also asked to provide fees for placement of approximately two Dumpsters for public disposal of yard waste in the event that Beaufort County closes its waste facilities. If Proposers cannot quote this additional task,

they are urged to still quote the emergency tree removal and disposal task above. Quotes for the Dumpsters shall include placement and disposal in accordance with SC DHEC regulations.

## **Insurance**

The awarded vendor shall provide and maintain at all times during the term of the contract, without cost or expense to the Town, policies of insurance, with a company or companies authorized to do business in the State of South Carolina, and which are acceptable to the Town, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for a timely provision of certificate(s) of insurance to the Town at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Town within five (5) working days of such request and must be received and accepted by the Town prior to contract execution and/or before any work begins.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

**Workers Compensation** – The Selected Vendor shall agree to maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

**Business Auto Policy** – The Selected Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

**Commercial General Liability** – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Professional Liability** – The Selected Vendor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

**Additional Insured Requirements** – Except as to Workers’ Compensation and Employers’ Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its’ Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read “Town of Bluffton”, a municipality of the State of South Carolina, its officers, employees and agents along with the contract and solicitation number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

### **Delivery and Completion of Work**

The Town will use the Proposer's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the Town's discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the Proposer(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the Proposer shall notify the Town of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the Town.

### **Contractors/Subcontractors to be Satisfactory to Town Of Bluffton**

The Contract will not be awarded to any Proposers who have failed in any contractual obligations to the Town, or who has on any previous contract performed in a manner unsatisfactory to the Town, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion. Subcontractors shall also be satisfactory to the Town. Proposer shall identify intended Subcontractors; Subcontracts shall include all Federal, State, local regulatory and other Agency requirements, as well as the insurance requirements of the prime contract between Contractor and the Town.

### **Compliance**

Proposers, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Proposers will not participate directly or indirectly in the discrimination prohibited by Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. This includes FHWA or FTA specific program requirement.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the 1964 Civil Rights Act (42 U.S.C. 2§000 et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601) Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
- The Federal-aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (42 U.S.C. §47123), as amended, (prohibits discrimination on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened, the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504

of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendment of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Proposers shall at all times comply with all applicable wage and hour acts, including but not limited to the Fair Labor Standards Act (FLSA) (29 U.S.C. 201 et seq); the Davis-Bacon Act (40 U.S.C. 3141 et seq.); McNamara-O’Hara Service Contract act (41 U.S.C. 351 et seq); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq); Walsh-Healy Public Contracts Act (41 U.S.C. 35 et seq); Copeland Anti-Kickback Act (40 U.S.C 3145).

Proposers shall at all times comply with the Occupational Safety and Health Act (OSH Act)(29 U.S.C. chapter 15) and the South Carolina OSHA-approved state plan, which covers most private sector workers and all state and local government workers.

Proposers shall make best efforts to ensure that minority and disadvantaged businesses are offered a fair opportunity to fully participate in the overall procurement of subcontracted goods and services.

### **Acceptance of Services**

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the Town and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the Town reserves the right to terminate the contract and will not be responsible to pay for any such service.

## **5. SUBMITTALS and FORMAT**

By submitting a proposal, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise

description of the respondent's ability to fulfill the requirements of the scope of work and a solution that is viable and within the Town's best interests.

The Town reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information will render your proposal as non-responsive.

Proposers shall submit **one (1) signed original and two (2) copies** by the stated deadline. An electronic copy saved on a thumb drive **is not required**. Package shall be delivered by USPS, other carrier or courier, or in person to the Town of Bluffton Customer Service counter.

The contents of the proposal shall include the following:

***A. Signatory Sheet***

Attached.

***B. Letter of Transmittal***

- Briefly state the firms understanding of the work to be done and the commitment to perform the work and an affirmation that crews will mobilize within twelve (12) hours from the request of the Town Manager or his designee.
- Give the names of the persons who will be authorized to make representations for the firm, their titles, and contact information.
- The letter must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.

***C. Licensing and Authorizations***

This section shall include a copy of the firms Town of Bluffton Business License. If the firm does not currently have a license, then a letter of commitment to obtain a Town of Bluffton Business License if contract is awarded shall be inserted.

This section shall also include any SC DHEC authorization to dispose of debris.

***D. Firms Profile***

- State the location of the office from which the work is to be performed.
- Describe the firm, including the number of crews available during a declared disaster.
- If teaming with any subcontractors, describe the roles and responsibilities of each team member. Provide the license and qualifications of any subcontractor.

***E. References***

Provide at least two (2) references of clients for whom the firm has provided similar services. Give dates and other particulars of the jobs, contact persons with contact information.



**F. Pricing Schedule**

Firms shall complete the attached pricing schedule form(s) which is based on the scope of services to be provided. The pricing schedule of this solicitation defines the requirements of the services to be purchased and must be completed and submitted with the proposal. Use of any other form(s) or alteration of the included schedule may result in rejection of the proposal.

**6. EVALUATION, SELECTION, NEGOTIATION and AWARD**

State of South Carolina procurement code will be followed to secure the awarded firm. The contact listed within this solicitation, in coordination with the Purchasing Administrator, will be the coordinator for the selection process and the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RFP, the Town may utilize site visits or may request additional material, information, interviews, presentations or references from the respondent(s) submitting a proposal or offer.

**A. Evaluation Criteria**

A point system will be given to each criteria listed through the identified weighting system:

<b>EVALUATION CRITERIA</b>	<b>MAX POINTS</b>
Proposal costs	35
Licensing and authorization	30
References	25
Affirmation of Response Times	10
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

**B. Evaluation Method**

All responsive submittals will be reviewed and evaluated by a Review and Selection Team. This three (3) to five (5) member committee approach will require selected staff to evaluate the submittals through the following processes:

- Individually provide a detailed review and thorough evaluation of each submittal;
- Individually score each submittal utilizing the scoring method given;
- Combining the scores of each individual team member to form an overall team score;
- Eventual participation in a team discussion, including in-depth evaluations and group interaction after individual review and scores are achieved.

The Town reserves the right to request additional information and/or clarification of any information submitted by any respondent at any time during the evaluation process. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services as requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations.

Firms exhibiting the ability to provide and maintain the services requested; submits a proposal that is formatted correctly; and is inclusive of all the required forms will be considered a responsive and responsible proposer.

### **C. Selection Method**

If no single top ranked firm can be clearly identified by review of the written submittals alone, then the Review and Selection Team shall request the Purchasing Administrator to schedule the top ranked firms for presentations / interviews.

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. The Town will not be liable for any costs incurred by a Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

The Selection and Review team will rank all complete submittals received and/or formal oral presentations/interviews in order of preference and outcomes will be based on the determination of which firm will meet the needs and provide the best overall value to the Town as it pertains to the requirements of the scope of work.

### **D. Negotiations**

The Town reserves the right to negotiate a final agreement with the top ranked proposal that meets the needs and is considered the best value to the Town of Bluffton. If a contract cannot be negotiated with the highest-ranking firm, negotiations may be conducted with the second, and then the third, and so on until a satisfactory contract can be agreed upon and executed. Additionally, should the Town choose to do so, it reserves the right to provide all responsive and responsible Proposers an opportunity to submit their best and final offers.

### **E. Award and Contract**

Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures. A contract resulting from an award shall be the Town of Bluffton's purchase order and/or contract, containing the Town's terms and conditions. A sample of the contract has been attached to this solicitation for viewing. Contracts from firms submitting a proposal will not be accepted.

### **Attachments**

1. Signatory Sheet
2. Pricing Schedule
3. Town of Bluffton Sample Agreement



# TOWN OF BLUFFTON

SOLICITATION NO: 2020-01  
ISSUED BY: Felicia Roth  
EMAIL: froth@townofbluffton.com

**SUBMITTAL PACKAGES DUE:**  
**CLOSING DATE: Monday, August 12, 2019**  
**CLOSING TIME: 2:00 p.m.**

**FAX / E-Mail not accepted**

**PROJECT TITLE & DESCRIPTION: Debris Removal from Town Properties During/After Emergency**

**ACKNOWLEDGEMENT OF ADDENDA:** This bid is submitted subject to Addenda numbers \_\_\_\_ through \_\_\_\_.

**THIS SIGNATORY SHEET MUST BE COMPLETE TO BE CONSIDERED FOR AWARD**

COMPANY NAME:

DATE:

MAILING ADDRESS:

PHONE:

FAX:

CITY:

STATE:

ZIP:

SSN OR FEDERAL TAX NO:

TITLE OF AUTHORIZED REPRESENTATIVE:

E-MAIL:

WEB URL:

AUTHORIZED SIGNATURE:

PRINTED NAME:

By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response to this solicitation for the services to be provided, and is in all respects true, accurate and without collusion or fraud. I certify that pricing submitted is valid for 90 days from the date of submittal.

**I hereby certify that if awarded a contract as a result of this proposal response, in the event of a declared disaster, my firm will respond with crews to remove debris within twelve (12) hours from the time of request from the Town Manager or his designee.**

Check items attached:

Pricing Schedule

References

This Signatory Sheet, signed and number of addenda acknowledged

Letter of Transmittal

Firm's profile including subcontractors

REV: 7/15/2019

**RFP # 2020-01**  
**Debris Removal from Town Properties During/After Emergency**  
**Pricing Schedule**

**TASK 1, Debris Removal**

Man rate = \$\_\_\_\_\_ / hour for debris removal.

Disposal rates = \$\_\_\_\_\_/ cubic yard.

SC DHEC disposal: attached hereto is the license or authorization from DHEC to incinerate or otherwise dispose of debris removed during or immediately after a declared disaster. Such license may be from the prime contractor or a subcontractor.

The location for disposal shall be: \_\_\_\_\_.

**TASK 2, Dumpster Collection and Disposal**

Size of Dumpster and all fees, including proper disposal:

\$\_\_\_\_\_ X number of Dumpsters = \$\_\_\_\_\_.