

REQUEST FOR PROPOSALS

CITY OF DAYTON, TEXAS

DISASTER DEBRIS REMOVAL AND DISPOSAL

The City of Dayton, Texas, is in an area that is frequently impacted by hurricanes, tropical storms, flooding, and other natural disasters. In order to prepare in advance for any future storm damage, the City is soliciting sealed proposals from qualified vendors to provide Disaster Debris Removal and Disposal services on an as needed basis in accordance with applicable local, State, and Federal Emergency Management regulations.

Sealed proposals are due by 2:00 p.m. on Tuesday, June 14, 2022. Proposals will be publicly opened and read aloud immediately thereafter. Proposals shall be voted on at the City of Dayton's City Council Meeting at 6:00 P.M. on June 16, 2022.

In order to properly respond to this RFP, the bidder must submit a PDF version of the proposal and three (3) hard copies of the proposal. The PDF version can be emailed to the city manager, Steve Floyd, at sfloyd@daytontx.org. The proposal will be considered delivered if it is received by Steve Floyd, via email or in person, prior to the deadline set out in this RFP. If the PDF is emailed, you can then mail the hard copies to the City Manager, Steve Floyd, at the address listed on the RFP. The mailed hard copies do not have to be received prior to the proposal deadline provided that the PDF version was received prior the RFP deadline. All proposals must be clearly marked on the outside with the following: **City of Dayton Disaster Debris Removal and Disposal DUE Tuesday, June 14, 2022, at 2:00 p.m.** The City of Dayton reserves the right to refuse any and all proposals and to waive any technicalities or formalities.

To receive this RFP with the proposed scope of work and other requirements, or for information concerning this Request for Proposals, please visit www.cityofdaytontx.com or contact Steve Floyd, City Manager, 117 Cook St., Dayton, Texas 77535, (936) 258-2642.

The City of Dayton is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, persons with disabilities, or limited English proficiency.

1.0 INTENT:

The intent of this Request for Proposal (RFP) is to obtain competitive sealed proposals from qualified and experienced offerors who are interested in providing disaster debris removal and disposal services on an as needed basis to the City of Dayton for a three (3) year initial term that will automatically renew for two (2) additional one (1) year periods, in an expedient, correct and cost effective manner, and in full compliance with all applicable and current local, state and federal rules, laws, guidelines and ordinances in order to assure the City of Dayton has the necessary compliance and documentation to support full reimbursement for all eligible recovery costs from FEMA for such work.

Please follow the instructions in the RFP Response Requirements Section.

Contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations and 2 CFR 200.317 through 200.326 and Appendix II (State of Texas Procurement Standards).

The successful respondent(s) will be awarded a contract effective from the date of award of notice to proceed as determined by the City of Dayton.

2.0 TERM AND TERMINATION

The successful respondent(s) will be required to enter into an agreement with the City to provide Disaster Debris Removal and Disposal services on an as needed basis for a three (3) year initial term that shall automatically renew for two (2) additional one (1) year periods. Either party, upon written notice to the other, may at any time, for any reason, terminate this agreement upon sixty (60) days from the date of delivery of said notice.

3.0 CODE OF FEDERAL REGULATIONS PROCUREMENT STANDARDS:

In accordance with Section 200.318(a) of the Code of Federal Regulations, the City of Dayton is procuring the services as set forth in this RFP in accordance with the City's own document procurement procedures which reflect applicable State, local, and tribal laws and regulations, and which conform to applicable Federal law and the Procurement Standards identified in Title 2, Subtitle A, Chapter II, Part 200, Subpart D of the Code of Federal Regulations.

In accordance with Section 200.318(b) of the Code of Federal Regulations, the City of Dayton will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

In accordance with Section 200.318(c)(1) of the Code of Federal Regulations, the City of Dayton maintains written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent of the City of Dayton may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City of Dayton may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violations of the City of Dayton's standards of conduct by officers, employees, or agents of the City of Dayton will result in disciplinary actions.

In accordance with Section 200.318(d) of the Code of Federal Regulations, the City of Dayton's procedures avoid acquisition of unnecessary or duplicative items. The City of Dayton will give consideration to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

In accordance with Section 200.318(e) of the Code of Federal Regulations, to foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the City of Dayton may enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

In accordance with Section 200.318(f) of the Code of Federal Regulations, the City of Dayton may use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

In accordance with Section 200.318(g) of the Code of Federal Regulations, the City of Dayton may use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

In accordance with Section 200.318(h) of the Code of Federal Regulations, the City of Dayton will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

In accordance with Section 200.318(i) of the Code of Federal Regulations, the City of Dayton will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of

procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

In accordance with Section 200.318(j) of the Code of Federal Regulations, the City of Dayton may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Use of time and materials type contracts are further explained in Section 200.318(j) of the Code of Federal Regulations.

In accordance with Section 200.318(k) of the Code of Federal Regulations, the City of Dayton alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of Dayton of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City of Dayton unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

In accordance with Section 200.319(a) of the Code of Federal Regulations, all procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of this section.

In accordance with Section 200.319(b) of the Code of Federal Regulations, the City of Dayton will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographical preference.

In accordance with Section 200.319(c) of the Code of Federal Regulations, the City of Dayton has written procedures for procurement transactions consistent with the standards of this section.

In accordance with Section 200.319(d) of the Code of Federal Regulations, the City of Dayton will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the City of Dayton will not preclude potential bidders from qualifying during the solicitation period.

In accordance with Section 200.320 of the Code of Federal Regulations, the City of Dayton will use one of the methods of procurement as set forth in this section.

In accordance with Section 200.321 of the Code of Federal Regulations, the City of Dayton will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

In accordance with Section 200.322 of the Code of Federal Regulations, the City of Dayton and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In accordance with Section 200.323(a) of the Code of Federal Regulations, the City of Dayton will perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the City of Dayton will make independent estimates before receiving bids or proposals.

In accordance with Section 200.323(b) of the Code of Federal Regulations, the City of Dayton will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

In accordance with Section 200.323(c) of the Code of Federal Regulations, costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City of Dayton entity under Subpart E—Cost Principles of this part. The City of Dayton may reference its own cost principles that comply with the Federal cost principles.

In accordance with Section 200.323(d) of the Code of Federal Regulations, the cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used.

In accordance with Section 200.324(a) of the Code of Federal Regulations, the City of Dayton will make available technical specifications on proposed procurements upon request of the Federal awarding agency or pass-through entity, consistent with this section.

In accordance with Section 200.324(b) of the Code of Federal Regulations, the City of Dayton will make available procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, upon request of the Federal awarding agency or pass-through entity, consistent with this section.

In accordance with Section 200.325 of the Code of Federal Regulations, for construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the City of Dayton provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protect. If such a determination has not been made, the minimum requirements will be consistent with this section.

In accordance with Section 200.326 of the Code of Federal Regulations, the City of Dayton's contracts will contain the applicable provisions described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

4.0 PROJECT SUMMARY:

Introduction:

The City of Dayton is located in Liberty County, Texas, and is located in an area that is frequently impacted by natural disasters such as hurricanes, tropical storms, flooding, and heavy rains. The City of Dayton has an estimated population of 8,500. The City is seeking proposals for debris removal and disposal services on an as needed basis for an initial three (3) year term that will automatically renew for two (2) additional one (1) year periods. As such, the procurement procedures for this RFP fall under Texas' procurement exceptions due to public health, safety or welfare. Natural disasters, such as hurricanes, are public calamities that require swift action by the city in order to protect the health and safety of its residents.

Work under this contract shall include, but not be limited to:

The removing of any and all "Eligible" debris as most currently defined (at the time written Notice to Proceed is issued and executed by the City of Dayton) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City of Dayton's Debris Manager.

City personnel will complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. Work of this contract is intended to include, but not be limited to: (1) examining debris to make a determination whether the debris appears to qualify as "Eligible"; (2) loading the debris; (3) hauling the debris; (4) disposing of the debris; and (5) managing the Debris Management Site. Debris that is determined not defined as "Eligible" by FEMA Publication 325 or state or Federal DSG's

or policies will not be loaded, hauled or dumped unless otherwise authorized by the City of Dayton in writing.

Any subcontracts issued under this contract must comply with the necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321.

Statement of Work:

A. ELIGIBLE RIGHT-OF-WAY (ROW) DEBRIS REMOVAL – VEGETATIVE

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up, transport and dispose of all "Eligible" disaster-related vegetative debris existing on the City's ROW, in accordance with all federal, state, and local rules and regulations.

1. For purposes of this contract, "Eligible" vegetative debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.
2. The contractor will be responsible for legally disposing of the loads in a manner and at a location of the contractor's choosing. Costs of each possible option shall be reflected in the bid form. All loads must receive a load ticket from the City's designated Debris Monitor(s) in accordance with FEMA requirements and guidelines for payment.
3. Entry onto private property for the removal of vegetative hazards is not a part of this contract.
4. The Service Provider must provide traffic control as conditions require or as directed by the City of Dayton Police Department.

B. DEBRIS MANAGEMENT SITE

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate the Debris Management Site (DMS).

1. Contractor shall assist and advise the City with regard to obtaining any necessary local, state and federal approval and operating in accordance with all applicable local, state, and federal regulations and guidelines, which may include but are not limited to EPA, TCEQ, and the Texas Historical Commission.

2. Contractor is responsible for operating in accordance with all OSHA, EPA and State of Texas DHEC guidelines.
3. Contractor is responsible for all associated costs necessary to provide any necessary utilities such as water, lighting, and portable toilets.
4. Contractor is responsible for all associated costs necessary to provide traffic control such as, but not limited to, traffic cones and staff with traffic flags.
5. Contractor is responsible for all associated costs necessary to provide any necessary dust control and erosion control.
6. Contractor is responsible for all associated costs necessary to provide fire protection.
7. Contractor is responsible for providing security for his personnel and equipment at the DMS.
8. Contractor will only permit Contractor's vehicles and other specifically authorized by the City or its authorized representative on site.

C. ELIGIBLE RIGHT-OF-WAY (ROW) DEBRIS REMOVAL AND DISPOSAL

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible debris, including but not limited to, construction and demolition (C&D) debris, household hazardous waste, used electronics, and white goods, resulting from flooding, hurricanes, tropical storms, and other natural disasters, that have been deposited in the public rights-of-way in the City of Dayton to an approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

1. For the purposes of this contract, eligible debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
2. Service Provider must coordinate with the City's designated Debris Monitor to measure, and document all loads of debris in strict compliance with FEMA regulations.
3. Entry onto private property for the removal of eligible debris is not a part of this contract.

4. The Service Provider must provide traffic control as conditions require or as directed by the City's Chief of Police.

5.0 OTHER SPECIFICATIONS

Safety:

The Service Provider(s) shall be solely responsible for maintaining safety at all work sites. The Service Provider(s) will also be solely responsible for ensuring that all OSHA requirements are met.

On-Site Project Manager:

The Service Provider(s) shall provide an on-site project manager to the City. The project manager shall provide a cell number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City's Debris Manager and/or City authorized representatives. Daily meeting topics will include, but not be limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the City's Debris Manager. The Service Provider(s)' project manager must be available 24 hours a day, or as required by the City's Debris Manager.

Equipment:

- All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and are not to extend more than two feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Service Provider(s).
- Debris shall be reasonably compacted into the hauling vehicle. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport.

- Trucks or equipment designated for use under this contract shall not be used for any other work. The Service Provider(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Service Provider(s) mix debris hauled for others with debris hauled under this contract.
- Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City's Debris Manager.
- All loads are to conform to State and local weight limits.

Traffic Control:

The Service Provider(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Service Provider(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas. The Service Provider(s) shall provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Service Provider(s).

6.0 RFP RESPONSE REQUIREMENTS:

1. Requesting the RFP document: To receive RFP documents, please download the documents directly from the City of Dayton's website www.cityofdaytontx.com or contact Steve Floyd, City Manager, at (936) 258-2642, or via email at sfloyd@daytontx.org.
2. Any questions can be emailed to sfloyd@daytontx.org.
3. It remains the sole responsibility of the firm to contact the City of Dayton prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and acknowledge any addenda with each proposal.
4. Preparation and Format: Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Proposals must be signed by an authorized representative or contracting agent of the firm. The Respondent may include additional information or pricing options for consideration, but must complete the proposal form as included in this RFP.

5. Proposal Delivery: In order to properly respond to this RFP, the bidder must submit a PDF version of the proposal and three (3) hard copies of the proposal. The PDF version can be emailed to the city manager, Steve Floyd, at sfloyd@dayton.tx.org. The proposal will be considered delivered if it is received by Steve Floyd, via email or in person, prior to the deadline set out in this RFP. If the PDF is emailed, you can then mail the hard copies to the City Manager, Steve Floyd, at the address listed below. The mailed hard copies do not have to be received prior to the proposal deadline provided that the PDF version was received prior the RFP deadline. Please mail all proposals to the following address:

City of Dayton, Texas
117 Cook St.
Dayton, TX 77535
Attention: Steve Floyd, City Manager

7.0 MINIMUM RFP RESPONSE REQUIREMENTS:

Please submit the following information with your proposal:

1. Cover letter with the name, address, phone number, fax number, and email address of the person or firm submitting the proposal. Provide the name of the project manager/primary contact person and the person authorized to contract for the firm.
2. List of ALL disaster specific experience within the last ten (10) years, including response time, client, and contact person. Include the number of years in business doing this type of work.
3. List of ALL current contracts. Indicate how quickly you could mobilize and the projected number of calendar days for completion.
4. Provide a summary of any litigation, claim(s), or contract disputes filed by or against the offeror in the past five (5) years which is related to the services that offeror provides in the regular course of business. State if there are NO litigation claim(s) or contract dispute(s) filed by or against the Offeror in the past five (5) years.
5. Provide a proposed workplan to explain a comprehensive strategy to clear, haul, reduce and dispose of the disaster debris, keeping in strict compliance with all the rules and regulations identified in the Project Summary and to assure the City as the necessary compliance and documentation to support full reimbursement for all eligible costs from FEMA.

6. Provide a complete list of the firm’s equipment and personnel. Discuss whether the Offeror would, or under what conditions the Offeror would, sub-contract any or all of this contract. Note: The use of any Contractor, or Sub-Contractor, that has been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contracts can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that any Subcontractor(s) are in good standing with the OFCCP and are not on the debarment list.

7. Provide a statement of the firm’s current bonding capabilities and certificate(s) of liability insurance.

8. Financial Stability: Provide information substantiating the firm’s credit worthiness, assets and exposures, bonding capabilities, and any litigation in the past five years regarding financial considerations. The City desires a certain level of confidence that the selected firm is operating a highly sustainable business.

9. Provide a pricing schedule along with sample pricing models for debris removal and disposal services.

10. Sample Contract: Sample contracts may be submitted with the proposal, or is due via overnight delivery or email upon request.

8.0 EVALUATION CRITERIA:

CRITERIA	WEIGHTING
Fee	25%
Experience/Qualifications	15%
Experience with Municipalities	15%
Work Plan/Project Approach	25%
Workload Capacity	20%
TOTAL	100%

PROPOSAL

OFFEROR: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Project: DISASTER DEBRIS REMOVAL AND DISPOSAL

BIDS DUE: TUESDAY, JUNE 14, 2022, at 2:00 P.M.

Offeror has examined the Request for Proposal Document, sites and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Offeror deems necessary.

Offeror is a firm normally engaged in performing the type of work described in the Request for Proposal. Offeror warrants that he/she/the firm is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time. The Offeror is an equal employment opportunity employer and shall adhere to all applicable local, state, or federal affirmative action requirements.

SUBMITTED this _____ day of _____, 2022.

By: _____
Signature

Title