Request for Proposals
for
Removal and Disposal of Tree Debris, Hazardous Trees, and Limbs from City Drainageways

August 23, 2013

City of Sioux Falls, South Dakota

RFP No. 13-0125
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Section 1
Introduction and Instructions

Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract with a qualified contractor(s) to perform the removal and disposal of tree debris, hazardous trees, and limbs from City drainageways.

Contact Person, Telephone, Fax Number, and Email

Lance Weatherly, Project Manager, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

Lance Weatherly, Project Manager, Engineering Department
Phone: 605-367-8623
Fax: 605-367-4310
Email: lweatherly@siouxfalls.org

RFP Schedule of Events

This schedule of events represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- Preproposal meeting: August 29, 2013, at 1 p.m., Commission Room at City Hall, 224 West Ninth Street, Sioux Falls, SD 57104.
- Proposals due: September 6, 2013, at 2 p.m.
- Contract award: September 18, 2013.
- Notice to proceed: September 20, 2013.
Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit one (1) original hard copy addressed to:

City of Sioux Falls Purchasing Office
Attention: Scott Rust, Purchasing Manager
Removal and Disposal of Tree Debris, Hazardous Trees, and Limbs from City Drainageways
RFP No. 13-0125
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Purchasing Office at the location specified no later than 2 p.m., **Central standard time, on September 6, 2013**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Offerors assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. An offeror’s failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

Section 2
Scope of Work

Introduction

The purpose of this contract is to perform the removal and disposal of tree debris, hazardous trees, and limbs from the City drainageways. The area to be included as part of this contract is located entirely within the city limits.

Offerors acknowledge that time is of the essence to the performance of the contract. Offerors understand and agree that work shall be done in the most expeditious manner possible. The successful offeror(s) shall make every effort to complete all requirements of the awarded contract in the shortest time possible.

Use of Standard Specifications:

The City of Sioux Falls’ current edition of the *General Conditions for Public Improvement* and the *Supplemental Standard Specifications* are hereby made a part of these specifications in their entirety unless otherwise revised, deleted, or supplemented herein. These documents are available for download at [siouxfalls.org/engineering-s specs](http://siouxfalls.org/engineering-specs).
Services

1. The contractor shall provide all management, supervision, labor, materials, and equipment necessary for efficient and effective removal and disposal of tree debris, hazardous trees, and limbs from the City drainageways.

2. The contractor shall be knowledgeable and have experience in providing tree debris, hazardous trees, and limbs removal and disposal services as described herein.

3. The contractor shall coordinate their work with the City or agent and shall comply with directions given. Contractor shall maintain close communication with the City or agent regarding the progress, schedule, location, manpower, and equipment necessary to complete drainageway sites. Contractor shall not begin removal and disposal operations in a drainageway site without completing a prework walk-through and reviewing the work plan and discussing any special restrictions with the City or agent unless authorized to proceed by the City.

4. Contractor shall initially provide a crew consisting of the following:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>No. of Personnel/Equipment/Operators</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crew Leader*</td>
<td>1</td>
</tr>
<tr>
<td>Groundsman</td>
<td>2</td>
</tr>
<tr>
<td>Sawyer</td>
<td>1</td>
</tr>
<tr>
<td>Climber**</td>
<td>1</td>
</tr>
<tr>
<td>Track Skid Steer with grapple w/Operator</td>
<td>1</td>
</tr>
<tr>
<td>Truck w/Operator</td>
<td>1</td>
</tr>
</tbody>
</table>

* Crew Leader may perform in another role on site at removal operations.

**Climber to be provided to complete debris removal and disposal per individual site requirements.

5. The debris shall be disposed of at a permitted site or the Sioux Falls Regional Sanitary Landfill located at 26750 464th Avenue, Hartford, SD. The Sioux Falls Regional Sanitary Landfill hours of operation are Monday through Saturday from 8 a.m. to 4:30 p.m. during nondaylight savings time and Monday through Saturday, 7:30 a.m. to 5 p.m., during daylight savings time. Tipping fees at the Sioux Falls Regional Sanitary Landfill shall be waived for disposal of tree debris, hazardous trees, and limbs as a result of this contract. Debris disposed of at a permitted site other than the Sioux Falls Regional Sanitary Landfill shall have a copy of the SDDENR permit provided to the City for approval at a minimum of five workings days prior to beginning disposing at said site.

6. The amount of tree debris, hazardous trees, and limbs to be removed and disposed under this contract is unknown. The unit rates on the proposal schedules shall be used for payment.

7. Haul and Dispose. The work shall consist of clearing, separating, and removing any and all tree debris, hazardous trees, and limbs from the City drainageways as determined by the City. The contractor shall leave the site in a clean and neat condition and will not be allowed to "cherry pick" debris. The City using reasonable judgment shall determine when the site is clean and in a condition to allow the contractor to move to the next site.
8. The contractor shall use mechanical equipment to load, and haul loads should be full and well compacted into the trucks and trailers whenever practicable.

9. The contractor may submit a subcontract plan including a clear description of the percentage of the work for which the contractor may retain subcontractors contingent upon City preauthorization of such subcontractors.

10. The contractor shall not move from one designated work area to another designated work area without prior approval from the City. Scheduling of contractors will be coordinated and approved by the City.

11. Contractor shall note that a significant portion of the project will occur adjacent to residential areas. The contractor shall stage operations to minimize damage to turf, trees, shrubs, landscaping, and property within the drainageways. The contractor shall repair any damages caused by the contractor's equipment as determined at the sole discretion of the City in a timely manner at no expense to the City. The drainageway site work area shall be left clear of debris and cleaned, as reasonably and practical (generally, branches 1 inch in diameter and larger), under the conditions of this project. Contractor shall immediately notify the City of any damages.

12. The contractor shall use equipment and perform work in a manner to prevent damage to the City's infrastructure facilities and adjacent right-of-ways, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris to minimize damage in the grassed boulevards. No equipment shall be operated outside of drainageways or abutting roadways unless directed by the City. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor. Contractor shall immediately notify the City of damages.

13. All equipment shall be approved by the City prior to use. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. All equipment shall be operated from within the drainageway boundary limits using mechanized devices such as buckets and/or boom and grapple devices to collect and move debris. No equipment shall be operated outside of the drainageway boundary limits.

14. The contractor shall be responsible for gaining access to private property for removal and disposal of tree debris, hazardous trees, or limbs. The contractor shall provide a copy of an access agreement to the City prior to working from private property. Contractor shall be solely responsible for repair of any damages on private property.

15. The contractor shall have a competent crew leader assigned to the City contract work. This individual shall be available in person to the City at any time when work under this contract is ongoing. This individual shall be the contractor's principal point of contact for operational issues, shall attend all operational meetings, and shall be prepared to brief operational status at meetings, public forums, and press conferences.

16. Hazardous trees removed shall be flush cut at 2–3 inches above ground level and have a chemical stump treatment safe for application adjacent to watersheds applied and shall be incidental to the unit rates of work.
17. The City reserves the right to inspect the site, verify work quantities, and review operations at any time.

18. All work shall be accomplished in a safe manner in accordance with City, state, and federal OSHA standards and any other applicable laws or regulations.

**Removal of Trees**

The contractor shall remove trees as necessary for access into drainageway sites or as designated by the City. Contractor shall remove and dispose of all tree debris from drainageways generated by the contractor or preexisting debris.

**Removal of Hazardous Limbs (Hangers)**

1. The contractor shall remove only hazardous limbs (hangers) that meet all the following criteria and are authorized by the City or its designated representative:
   a. The hazardous limb shall measure 2 inches in diameter or greater at the break point.
   b. The hazardous limb must pose an immediate threat to life, public health, or safety or poses an immediate threat of significant damage to improved property.
   c. The hazardous limb is hanging from a tree originating within the drainageway within 20 feet of the exterior boundary. Hazardous limbs hanging over private property shall be removed by the contractor as directed by the City. Contractor shall be responsible for gaining access onto private property for removal of overhanging hazardous limbs and shall stage operations to complete removals from the drainageways to the greatest extent feasible.

2. The City or authorized representative shall monitor hazardous limb removal and may direct the contractor to remove the tree instead of removing hazardous limbs to expedite hazard mitigation.

3. The hazardous limb from the eligible tree shall be cut at the closest main branch junction.

4. Only the minimum amount of work necessary to remove the hazard shall be completed or as directed by the City. Pruning, maintenance trimming, and landscaping are not eligible work under this contract. Work should be executed in an efficient manner. For example, all hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes.

**Performance Schedule**

1. The contractor including on-site point of contact shall meet with the City in a preconstruction conference prior to mobilization to discuss matters of judgment, safety, quality control, quality assurance, coordination, payment, record keeping, and project scheduling and reporting. All elements in the contract shall be reviewed in detail.

2. Removal and disposal of tree debris, hazardous trees, and limbs shall begin within five (5) days of receipt of the notice to proceed.
3. The City drainageway sites identified for removal and disposal of tree debris, hazardous trees, and limbs have been identified on an overall map attached as Exhibit C. The individual drainageway maps for sites 104, 121, 130, 141, 143, 144, 209, 226, 227, 238, and 244 show an aerial photo of the site, site boundary, and adjacent roadways for access is attached to this RFP. The City reserves the right to omit or add drainageway sites to the contract. The City will review the contractor’s proposed work plan and may direct the contractor to work on sites that have higher priority.

4. Prior to commencing removal and disposal operations, the contractor shall, with the City’s direction, provide a work plan showing where operations will begin and which sites will be cleared on a 7- and 14-day projection. The plan will include a traffic control plan to meet South Dakota Department of Transportation (SDDOT) requirements in case of necessary and approved temporary road closures. The plan shall be approved by the City and shall be updated every week throughout the operation period.

5. The contractor is required to provide adequate manpower and equipment to efficiently complete the contract in a timely manner. Contractor shall continuously work to complete all drainageway sites identified by the City without delay. Contractor shall provide additional manpower and equipment in accordance with unit rate schedules within four hours as directed by the City.

6. All activity associated with removal and disposal operations shall be performed during daylight hours between 7 a.m. to 8 p.m. The contractor shall devote such time, attention, and resources to the performance of the contractor’s services and obligations hereunder as shall be necessary to complete this project. The contractor shall notify the City by close of day Thursday whether weekend work is anticipated. The contractor shall not be allowed to work Sunday without approval from the City. Further work hour restrictions within residential neighborhoods may be required by the City.

7. The City may initiate additions or deletions to the contract by written change order. Both parties shall equitably negotiate subsequent changes in cost and completion time following applicable City, state, and federal laws and regulations.

**Equipment**

1. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side furnished by the contractor. The signs shall contain the following information:
   - Company name.
   - Equipment identification number.

2. Trucks or equipment that are designated for use under this contract shall not be used for any other work. The contractor 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 contractor mix debris hauled for others with debris hauled under this contract.
3. Loading equipment used under this contract shall be rubber-tracked and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber-tired equipment shall be approved by the City.

4. The contractor’s equipment transporting debris shall be equipped with tarps, netting, or other confining devices to prevent loss of debris while operating on roadways. A charge for nontarped loads may be applied to debris disposed of at the Sioux Falls Regional Sanitary Landfill or a stop work order may be issued if debris loss is observed.

Reporting

1. The contractor shall complete a daily labor and equipment summary (Exhibit B) identifying all unit rate items and reconcile with the City no later than the following workday by noon each working day for the term of the contract. Report shall be signed by the contractor’s representative for review by City staff or designee with approved work accepted by City staff signature with signed copy provided to the contractor and City. Daily labor sheet shall be basis for payment and shall be submitted with monthly invoices.

2. All equipment used to transport tree debris from the drainage site to a permitted disposal site shall have a weekly weigh scale ticket for a representative load or at a frequency requested by the City. Contractor shall document the number of debris loads removed per site per individual equipment on a daily basis.

Traffic Control

The contractor shall be responsible for control of pedestrian and vehicular traffic in the work and loading areas. The contractor shall provide all flag persons, signs, equipment, and other personnel and equipment in addition to the personnel and equipment required to complete this contract. Closure or blocking of public streets and other ROWs shall not be permitted unless prior arrangements have been made with the City. Traffic control is the responsibility of the contractor and shall be accomplished in conformance with local traffic codes. Work shall be accomplished in a safe manner in accordance with MUTCD and OSHA standards.

Other Considerations

1. The contractor shall supervise and direct the work using skillful labor and proper equipment for all tasks. Safety of the contractor’s personnel and equipment is the responsibility of the contractor. Additionally, the contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

2. The contractor shall be duly licensed in accordance with the City’s statutory requirements to perform the work. Contractor shall be licensed or have a subcontractor completing arborist work licensed by the City Forestry Division.

3. The contractor shall provide copies of references, key personnel qualifications, licenses, financial records, proof of insurance and bonding, and proposed list of equipment including any subcontractors.
4. The City may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.

5. Offerors are expected to have examined the sites and arrive at their own independent conclusions regarding the difficulty of access and staging operations to complete the work in an efficient manner.

6. City has staked west boundary in drainageway site No. 244. Additional boundary staking requests may be completed by the City if deemed beneficial. A staking request shall be submitted five working days in advance of date to begin removal and disposal operations at said site.

**Measurement**

Measurement for removal and disposal of tree debris, hazardous trees, and limbs shall be an hourly unit rate basis. Unit rate hours applicable for compensation are for hours efficiently working and during transport of equipment and manpower between sites. Equipment broken down or manpower not functioning in an operational capacity are not eligible for hourly compensation. Standby time due to weather delay shall not be measured for payment. Standby time for equipment not continuously operating greater than 30 minutes per 60 minutes shall be prorated for actual operational hours per day. The contractor shall provide a competent crew leader through the entire duration of the contract who is not applicable for compensation; however, crew leader may function as a groundsman, sawyer, climber, or skid steer operator on site if efficiently working in a concurrent capacity. The contractor’s personnel for sawyer or climber may work in other capacities such as groundsman, operators, or crew leader; however, hourly measurement shall cease if the sawyer or climber function is no longer warranted for efficient debris removal and disposal. City or agent has the authority to demobilize hourly unit rate manpower and equipment not contributing to an efficient and expedient removal and disposal operation.

**Section 3**

**Proposal Format and Content**

1. **Technical Plan**
   
   a. **Project Approach**—A brief narrative description of contractor’s approach to project operations, including project management and mobilization.

   b. **Operations Plan**—Outline equipment and crew resources available to fulfill the proposal requirements. Demonstrate ability to complete the scope of work in a timely and safe manner.

2. **Proposal Form**
   
   a. Complete and sign Exhibit A.

   b. Provide a bid security.
Performance and Payment Bond

At the time of execution of the contract, the successful offeror shall furnish a security bond in a sum equal to 100 percent of the contract price for the faithful performance of the contract, with the additional obligation that all persons supplying material or labor in the progression of the work shall be promptly paid. The bond shall be issued by a surety company authorized to do business in the state of South Dakota.

Payment

1. Payment for work completed shall be invoiced on a monthly basis. To receive payment, contractor shall submit a detailed invoice to the City or agent for the hourly units of work completed per the reconciled Daily Contractor Unit Rate Record sheets. The contractor shall be paid solely on the reconciled daily records certified by the contractor and concurred by the City or agent. Invoices shall be based on reconciled Daily Contractor Unit Rate Record sheets. Payment will be based on the unit pricing submitted by the contractor in the Proposal Form (Exhibit A). Work unable to be feasibly completed by the unit rates identified in the Proposal Form will be negotiated by change order or supplemental agreement to this contract.

2. Time is of the essence to the performance hereunder, and the City shall recover from the contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the City may retain a percentage of said payment, not to exceed 5 percent of the contract value to ensure performance of the contract. Said cause and progress shall be determined by the City, in its sole discretion, based on its assessment of any past performance of the contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

3. The City may withhold final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed, or reasonable evidence that a claim will be filed or other reasonable cause.

4. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 30 days of the certification of completion of the project by the City’s authorized agent, provided the contractor has completed filing of all contractually required documents and certifications with the City’s authorized agent including acceptable evidence of the satisfaction of all claims or liens.

Changes, Additions, Deduction, and Additional Work

1. The City may elect to remove debris with its own forces, volunteers, or other resources and/or activate the contract resulting from the RFP. Further, no amount of work is guaranteed under the contract and the City may terminate the contract(s) awarded
without cause at the City’s convenience. In such event, the contractor shall be paid for work performed through the date of termination.

2. Upon proper action by the City, the City may authorize changes, additions, or deductions from the work to be performed. The authorization must be by written notice to the contractor. No extra work shall be done or any obligation incurred except upon written order by the City. If any change causes an increase or decrease in the contractor’s cost of, or the time required for, the performance of any part of the work under this contract, the City shall make an equitable adjustment and modify the contract in writing.

Termination of Contract

1. The City may, by written notice to the contractor, terminate this agreement in whole or in part at any time, either for the City’s convenience or for cause. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise.

2. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.

3. This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed, or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City’s authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney’s fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

Indemnification

To the fullest extent permitted by law, the contractor, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the contractor’s performance of the agreement or any other agreements of the contractor, entered into by reason thereof. The contractor shall indemnify and defend the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the contractor, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney’s fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.
Insurance Requirements

The contractor shall secure the insurance specified below. All insurance secured by the contractor under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Workers’ compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer’s Liability Coverage, of not less than $1,000,000 each accident, $1,000,000 disease–policy limits. The required limit may be met by excess liability (umbrella) coverage.

2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If “occurrence form” insurance is not available, “claims made” insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.

3. Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than $1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

The contractor will provide the City with at least 30 days’ written notice of an insurer’s intent to cancel or not renew any of the insurance coverage. The contractor agrees to hold the City harmless from any liability, including additional premium due because of the contractor’s failure to maintain the coverage limits required.

The City’s approval or acceptance of certificates of insurance does not constitute the City’s assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants’ or subcontractors’ interests, and assumes no liability therefore.

Section 4
Contract Award

Contract Award

It is the City’s intent to enter into a contract(s) with a contractor(s) with the lowest total cost who best demonstrates the ability and technical plan to expeditiously provide tree debris, hazardous tree, and limb removal and disposal from City drainageways as outlined in this proposal.
The evaluation criteria used for this RFP is as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Proposal</td>
<td>50%</td>
</tr>
<tr>
<td>Technical Plan to Complete the Work Expeditiously</td>
<td>40%</td>
</tr>
<tr>
<td>Project Management</td>
<td>10%</td>
</tr>
</tbody>
</table>

The City may award multiple contracts until the City has enough crews to perform the work. The City reserves the right to reject any and all proposals, waive technicalities, and make the award(s) as deemed in the best interest of the City.

It is understood and agreed that the quantities of work to be done may be varied as may be deemed advisable by the City. It is further understood and agreed that the City may, at its option, delete items from the contract.

The proposal includes all local, state, and federal taxes that would affect the amount of the proposal.

Contractor agrees to work diligently to complete this contract by the earliest possible date. The City desires the project be completed by November 15, 2013, unless the City initiates additions or deletions by written change orders, or in its sole discretion extends this period due to the progress of the debris removal, or the contract is terminated as provided herein. Contractor further agrees to pay as liquidated damages the amount specified in the South Dakota Department of Transportation Standard Specifications for Roads and Bridges—Current Edition for each working day thereafter that the work remains uncompleted.

Section 5
Standard Proposal Information

Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign the proposal.

City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

Security Bond Required

Each bid of $25,000 or greater must be accompanied by a bid bond in the amount of 10% (ten percent) of the amount of the bid, or in lieu thereof a certified check, cashier’s check, or bank draft in the amount of 5% (five percent) of the amount of the bid. All bid guaranties shall be made payable to the City of Sioux Falls. Bonds shall be issued by a surety authorized to do business in this state. Checks shall be certified or issued by a state or national bank. Bid guaranties other than those mentioned will not be accepted by the City of Sioux Falls. Bid guaranties of unsuccessful offerors shall be returned within 30 calendar days of the bid opening. Bid guaranty of the successful offeror shall be retained until the
contract is executed and a performance guaranty (if applicable) has been submitted. Should a successful offeror fail to enter into contract, the bid guaranty shall be forfeited to the City to compensate for administrative expenses of making a reaward or issuing a new request.

Conflict of Interest

Offerors must disclose any instances where the contractor or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Sioux Falls). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror’s proposal. The City’s determination regarding any questions of conflict of interest is final.

Offeror’s Certification

By signature on the proposal, the offeror certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation, and any condition that the contractor and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls).

If any contractor fails to comply with the provisions stated in this section, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your contractor from this procurement.

Special Conditions

The City reserves the right to reject any and all proposals, to waive formalities, and to select the proposal that in the City’s sole discretion is in the best interests of the City of Sioux Falls, South Dakota.

The City reserves the right to:

a. Amend, modify, or withdraw this RFP.

b. Revise any requirements under this RFP.
c. Require supplemental statements of information from any responding party.

d. Extend the deadline for submission of responses hereto.

e. Negotiate or hold discussions with any offeror to correct insufficient responses that do not completely conform to the instructions contained herein.

f. Waive any nonconformity with this RFP.

g. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.

h. Request additional information or clarification of information provided in the response without changing the terms of the RFP.

i. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked contractor.

j. Not award a contract as a part of, or result of, this RFP process.

k. Hours listed on Proposal Form are estimated and not guaranteed.

The City may exercise the foregoing rights at any time without notice and without liability to any offeror, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.
Exhibit A
Proposal Form

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Unit Price</th>
<th>Basis</th>
<th>Hrs.</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groundsman</td>
<td>$</td>
<td>per hour</td>
<td>440</td>
<td></td>
</tr>
<tr>
<td>Sawyer</td>
<td>$</td>
<td>per hour</td>
<td>220</td>
<td></td>
</tr>
<tr>
<td>Climber</td>
<td>$</td>
<td>per hour</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Track Skid Steer with grapple w/Operator</td>
<td>$</td>
<td>per hour</td>
<td>220</td>
<td></td>
</tr>
<tr>
<td>Truck w/Operator</td>
<td>$</td>
<td>per hour</td>
<td>220</td>
<td></td>
</tr>
<tr>
<td><strong>Total Proposal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The undersigned acknowledges receipt of the following addenda (give number and date of each):

ADDENDUM NO. __________________________________________________________

DATED ________________________________________________________________

Signature of Offeror ________________________________________________

Typed/Printed Name and Title __________________________________________

Company Name _______________________________________________________

Address _____________________________________________________________

Telephone __________________________________________________________

Federal Tax ID No. ___________________________________________________

South Dakota Sales Tax Permit No. ______________________________________

Security Enclosed ___________________________________________________
# Exhibit B
## Contractor Unit Rate Record

**LOCATION OF WORK:**

**DESCRIPTION OF WORK:**

<table>
<thead>
<tr>
<th>TYPE OF EQUIPMENT</th>
<th>START/STOP TIMES</th>
<th>HOURS WORKED PER DAY (TO-nearest 0.25 HR)</th>
<th>TOTAL HOURS</th>
<th>RATE ($/hr)</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>HRS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Groundsman</td>
<td>HRS</td>
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<td></td>
</tr>
<tr>
<td>Groundsman</td>
<td>HRS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elv. Steer w/Operator</td>
<td>HRS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck w/Operator</td>
<td>HRS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Climber</td>
<td>HRS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**

**Debris Disposal Truck Load Counts**

<table>
<thead>
<tr>
<th>Site Number</th>
<th>Truck Number</th>
<th>Gross Weight (Tons)*</th>
<th>Tare Weight (Tons)*</th>
<th>Weight per Load (Tons)*</th>
<th># Loads for Day/Shift</th>
<th>Total Daily Truck Tonnage</th>
</tr>
</thead>
</table>

- *Gross/Tare Weight completed within past 7 days and representative of debris load.
- **Tonnage is not a payable unit, tonnage reporting is a requirement of the Contract.

**CERTIFIED BY:**

**CONCURRED BY:**