

CITY OF TUSCALOOSA, ALABAMA



REQUEST FOR QUALIFICATIONS FOR DISASTER RECOVERY ASSISTANCE & DEBRIS REMOVAL FOLLOWING A MANMADE OR NATURAL DISASTER

OCA File Number: OCA-23-0998

Issued by:

Construction, Grounds & Facilities Department
City of Tuscaloosa
2201 University Boulevard
Tuscaloosa, Alabama 35401

Date Issued: October 13, 2023

Deadline for Proposals: November 13, 2023

LATE SUBMISSIONS WILL NOT BE ACCEPTED

I. Scope of Work – Disaster Recovery Assistance and Debris Removal Following a Manmade or Natural Disaster

A. General Scope.

The City of Tuscaloosa is requesting proposals from experienced Contractors to enter into a pre-event contract at no immediate cost to the City for the following services:

Contractors shall provide clean- up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the City in order to eliminate immediate threats to the public health and safety in accordance with the guidelines set forth by the City of Tuscaloosa, Tuscaloosa County EMA, Alabama Emergency Management Agency (AEMA) and The Federal Emergency Management Agency (FEMA).

Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the affected community.

Contractors shall provide disaster recovery technical program management assistance to City Officials.

One or more contractors may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each Applicant proposes.

This shall be a one (1) year contract utilized on an "as needed" basis with automatic renewal for two additional (1) year periods for a maximum of three (3) years.

B. Specific Scope.

The work to be undertaken by the Contractor(s) includes, but is not limited to:

1. Emergency Road Clearance: Removal of debris from the primary transportation routes as directed by the City of Tuscaloosa.
2. Debris Removal from Public Property: Removal of debris from public rights of way. Removal of debris beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
3. Debris Removal from Private Property: Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the City, will accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
4. Debris Removal from Rights of Way (ROW) with FHWA Requirements: Federal-Aid Requirements of the Federal Highway Administration's Form 'FHWA-1273 titled "Required Contract Provisions - Federal-Aid Construction Contracts" and FEMA Public Assistance 9500

Series, "Debris Removal on Federal-Aid Highways, shall apply to all work performed by the Contractor or any of its Subcontractors.

5. Debris Management Sites (OMS), formally known as Temporary Staging and Reduction Sites (TDSRS): The Contractor will prepare and maintain a sufficient number of OMS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the City. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, e-waste, vehicles and vessels, putrescible and hazardous waste.

6. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the City in accordance with all applicable Federal, State and local laws, standards and regulations, including proper handling and disposal of human or biohazardous waste.

7. Demolition of Hazardous or Condemned Structures that are a hazard to public health.

8. Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations.

9. Documentation and Inspections: Storm debris shall be subject to inspection by the City. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the City access to all work sites and disposal areas. The Contractor and the City will have in place at the OMS, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS's. The Contractor will assist the City in preparation of the Federal, (FEMA), and State reports for any potential reimbursement through the training of City employees and the review of documentation prior to submittal. The Contractor will work closely with the State Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documentation is appropriately addressed.

10. Access to Records: The Contractor agrees to provide the City, AEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

11. Work Sites: The City will establish and approve all sites that the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to or better than the original condition of the site.

12. White goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

13. Hazardous Stumps: The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the City. Stumps will be approved for removal by FEMA under FEMA guidelines. Documentation before, during and after stump removal must be according to FEMA 325 Guidelines, Hazardous Stump Policy.

14. Clean Fill Dirt: The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the City. This clean fill dirt shall be compacted as directed by the City.

15. Debris Load Tickets: Electronic ticketing (Automated Debris Management System) will be utilized to track debris loads.

a. Each ticket will contain the following information:

- Ticket Number
- Date
- Contractor Name
- Truck Number
- Certified Load Quantity
- Dump Arrival Time
- Debris Classification
- Debris Quantity

b. Load Tickets must be issued to a vehicle operator upon arrival at the dumpsite. The CIR will keep one copy of the ticket and give two copies to the vehicle operator and one to the landfill operator.

16. Reporting: The CIR will prepare a daily report at the end of each day for the term of the contract.

a. Each report shall contain, at a minimum, the following information:

Contractor's Name

Location of work

Day of report

Daily and cumulative totals of burnable and non-burnable debris removed, by category

Daily and cumulative totals of sand debris removed from ROW and public property

Daily and cumulative totals of ROW sand sifted and spread

Daily and cumulative totals of private property sand hauled to a sifter or the beach

Daily and cumulative totals of private property sand sifted and spread

b. The CIR will provide these reports to the Contractor on a daily basis. Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

17. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:

a. The Applicant must retain, and provide when requested, all of the following documentation to support the eligibility of contracted work to remove tree limbs, branches, stumps, or trees that are still in place:

- i. Specifics of the immediate threat with the location (geographical coordinates in latitude, longitude) and photograph or video documentation that establishes the item is on public property (required, FEMA reviews a representative sample);
- ii. Quantity removed (Note: If a contractor charged an individual price for each limb, tree, or stump removed, FEMA requires the diameter of each item removed. For stumps, the measurement must be 2 feet up the trunk from the ground. For trees, it must be 4.5 feet up from the ground.) (required);
- iii. Quantity, location, and source of material to fill root-ball holes (required); and
- iv. Equipment used to perform the work (required).

b. Maintain documentation of recovery process

c. Provide written and oral status as requested by the City.

d. Review documentation for accuracy and quantity

e. Assist in preparation of claim documentation for FEMA reimbursement

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Contractors shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

18. Debris Clearance Completion: Maximum allowable time for debris clearance completion will be ninety (90) calendar days, unless the City extends this time for delays not caused by the Contractor. Extensions in completion time will be equitably negotiated in good faith by both parties pursuant to applicable State and Federal law. Liquidated damages shall be assessed at \$1500.00 per calendar day for any time over the maximum allowable time for debris clearance.

19. Contract Work Hours and Safety Standards:

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages.

c. Withholding for unpaid wages and liquidated damages. The federal agency, as applicable, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

20. Breach of Contract: The City, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Contract. The Contractor agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Contract

and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

21. Termination of Contract: This contract may be terminated by the Contractor upon thirty (30) days prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of the contract through no fault of the Contractor. This contract may also be terminated by the City with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this contract, the Contractor shall be paid for work completed to City satisfaction through the date of termination.

22. Solid Waste Act: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

23. Anti-Lobbying: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

24. Contract Changes or Modifications: No contract changes or modifications can be made without the written consent of both parties.

25. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

26. False Claims: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

27. Conflict of Interest: Contractor has an obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to the City. These examples are not exhaustive and only include some of the more clear-cut examples:

- a. Contractor must disclose to the City any employee relationship to avoid a conflict of interest.
- b. Contractor should not engage in, directly or indirectly, any conduct which is disloyal, disruptive, competitive, or damaging to the City.
- c. Contractor will not accept full-time, part-time, or temporary employment with any City employee.
- d. City employees will not accept gifts from a person or firm doing, or seeking to do, business with the City.

28. Equal Employment Opportunity: During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity), and of the rules, regulations, and relevant orders of the Secretary of Labor.

g. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

h. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

i. The contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or

all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

29. Clean Air Act: The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

30. Federal Water Pollution Control Act: The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

31. Suspension and Disbarment: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

32. Department of Homeland Security (DHS) Seal, Logos, Flags: Contractor must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS

agency officials.

33. Compliance with Federal Laws, Regulations and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives

II. City Project Manager and Contract Administrator

The Executive Director Construction, Facilities & Grounds (CFG) will be the Contract Manager and they or their designee will be the Contract Administrator for this project.

III. The City's Selection Committee

A. Proposals will be reviewed and ranked by a City appointed evaluation committee. Those firms short-listed may be selected for interviews and may be asked to make a scheduled presentation to a pre-appointed evaluation committee or City Council committee, if requested.

IV. Submission Requirements

A. Instructions for Submissions

1. Before submitting a response to this RFQ, the Applicant should carefully review the entire RFQ and be familiar with its contents. The Applicant firm's submission shall be considered evidence that the Applicant has fully studied the RFQ and is familiar with the general conditions to be encountered in performing the services requested.

B. Technical details for Submissions

1. General brochure type information is to be kept to a minimum, and the proposal shall be a maximum of 30 one-sided pages or 15 two-sided pages. Proposals may be written in either Times New Roman or Calibri font, and the font size must be 12-point or larger.

2. **Applicant firm submissions must be received by the City by 12:00 midnight local time (Tuscaloosa, Alabama) on November 13, 2023.** Late proposals will not be accepted or reviewed. It is the Applicant's responsibility to ensure that their submission is received within the time required by this RFQ.

3. **Applicants MUST submit proposals electronically.** Electronic submissions should be made in Portable Document Format (PDF) file format, and should be sent to via email to:

City Project Manager: Eric Thompson, Executive Director, Construction, Facilities & Grounds (CFG)
Contact Information: ethompson@tuscaloosa.com

4. Proposals should be clearly labeled with the following information:

Proposal to RFQ for Disaster Recovery Assistance and Debris Removal Following a Manmade or Natural Disaster
OCA File Number: OCA-23-0998

5. The Applicant is responsible for obtaining confirmation that the City received the Applicant's proposal.

6. The proposal must be signed by an Officer or Director of the Contractor Entity

C. Substantive details required for Submissions

1. Qualifications:

- a. Submissions shall be considered only from firms normally engaged in performing the type of work specified with this Request for Qualifications. In the determination of the evidence of responsibility and ability to perform the required services by the contractor, the Evaluation Selection Committee shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Evaluation Committee reserves the right to reject any or all submissions.
- b. Please include a brief statement confirming that the Respondent is legally authorized to do business in Alabama and that all staff assigned to perform services for the project are licensed or certified to perform such services in Alabama.
- c. By responding to the RFQ with a submission, the Applicant contractor warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services requested.

2. References:

- a. Submissions shall include a minimum of five (5) letters of reference, including a person to contact and their contact information, demonstrating previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.

b. For the five year period preceding submission of the response for this RFQ the Respondent shall identify:

(1) All contracts terminated (in whole or in part) to which the Respondent firm was a party- for convenience or default, by either the Respondent firm or by another party to the contract with the Respondent, including:

- contract value
- description of work
- project owner and contract number and/or name and telephone number for a representative of the project owner

(2) All claims made against the Respondent arising out of the Respondent's professional services; and

(3) All litigation (including any arbitration or mediation proceedings) to which the Respondent has been a party.¹ If no contracts have been terminated, or if the Respondent has not been a party to any claims or litigation, please include a statement to that effect.

c. Surety. Submissions shall include a letter from a Surety Company indicating Bonding capacity.

3. Capacity

Describe the capacity of your workforce, trucks, equipment and any other resources necessary to perform under a contract for the services described in the RFQ.

4. Return in Proposal: Anti-Collusion Affidavit per Attachment A & Pricing per Attachment B

5. Conflicts of Interest

Identify all actual or potential conflicts of interest that would prevent the Respondent from entering into a contract with the City generally, or for this project specifically. If no such conflicts exist, please include a statement to that effect.

6. Suspension and Disbarment.

Include a statement confirming that the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any state or federal department or agency. This includes verification that

¹ The disclosure of terminated contracts, claims, or litigation will not automatically disqualify a Respondent from consideration. The Selection Committee will review any matter disclosed, and make an independent determination as to whether the matter should disqualify the Respondent from consideration.

none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935) from federal contracting.

V. Criteria for Evaluation and Award

A. Selection Procedure

1. The successful Contractor will be selected based upon the best response offered to the CITY. Contractors may be requested to give an oral presentation after submission of responses, should the CITY find it necessary to determine which is the best received.
2. The Selection Committee will review the submissions submitted in response to this RFQ, and rate the submissions based on the following grading system, which includes both numerical and pass/fail criteria:

Criteria	Points Assigned
Qualifications	30
References	30
Capacity/Resources	20
Pricing	20
Conflict of Interest	P/F
Suspension & Disbarment	P/F
Compliance with Instructions	P/F
Total Points	100

3. Please note, this RFQ does not guarantee that the City will make any contract award. The City reserves the right to modify, amend, or withdraw this RFQ, in whole or in part, at any time and for any reason, in its sole discretion. The City also reserves the right to reject all submissions, in its sole discretion.
4. The City will eliminate from consideration any Contractor submission which receives a “Fail” grade on any one or more of the pass/fail criteria for evaluation.

VI. Inquiries / Questions

The City will accept inquiries/questions on the contents and requirements of the RFQ in electronic form only. Inquiries may only be submitted by email. Inquiries should be submitted to:

City Project Manager: Eric Thompson, Executive Director, Construction, Facilities & Grounds (CFG)

Contact Information: ethompson@tuscaloosa.com

Inquiries/ Questions must be submitted at least seven (7) days before the deadline for submission of proposals. For this RFQ, the deadline for inquiries is November 1, 2023 at 12:00 midnight local time (Tuscaloosa, Alabama) after which time no further inquiries will be addressed by the City.

The City may decline to respond to any inquiries/questions.

VII. Limitations

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

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

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

D. Submission rejection/costs

a. By issuing this RFQ, the City does not commit to entering into a contract, to paying any costs incurred in the preparation of a submission, proposal, or to procuring or contracting for services. The City reserves the right to cancel this RFQ in whole or in part, to reject any and/or all submissions and proposals, to accept the submission and proposal it considers the most favorable to the City's interests in its sole discretion, and to waive irregularities or informalities in any submissions/proposals or in the submission procedures. The City reserves the right to reject all submissions or proposals and issue a new RFQ, at its sole discretion. All submissions and proposals and other materials submitted in response to this RFQ will become property of the City.

E. Contract and Insurance Requirements

The City has standard contract and insurance requirements for contracts and is unable to make substantial changes to the requirements for the contract to be used for this project. The laws of the State of Alabama shall govern the contract executed between the successful Consultant and the City, as well as any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in the City of Tuscaloosa, Alabama, and in the event of litigation, the exclusive venue and place of jurisdiction shall be in Tuscaloosa County, Alabama.

VII. Public Records

Each Applicant is hereby informed that, upon submission of its proposal to the City in response to this RFQ, the proposal becomes the property of the City.

Unless otherwise compelled by a court order, the City will not disclose any submissions while the City conducts its deliberative process in accordance with the procedures identified in this RFQ. However, after the City either awards an agreement to a firm, or after the City rejects all submissions, the City shall consider each submission from Applicants subject to the public disclosure requirements of the Alabama Open Records Act (Ala. Code § 36-12-40) and Tuscaloosa City Code § 2-4, unless there is a legal exception to public disclosure.

If an Applicant believes that any portion of its proposal is subject to a legal exception to public disclosure, the Applicant shall: (1) clearly mark the relevant portions of its proposal “Confidential”; (2) upon request from the City, identify the legal basis for exception from disclosure under the Open Records Act; and (3) defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the qualifications submittal.

Attachments:

Attachment A: Anti-Collusion Affidavit

Attachment B: FEE SCHEDULE

Attachment C: STUMP CONVERSION

ATTACHMENT A: ANTI-COLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

CITY OF _____

_____, being first duly sworn deposes and says that:

1. He/she has reviewed and is familiar with the contents of the attached proposal all pertinent circumstances respecting such proposal;
2. Such proposal is genuine and is not collusive or a sham proposal;
3. Neither the said contractor, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other contractor, firm or person to submit collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other contractor, firm or person to fix any overhead, profit, or cost element of the proposal price of any other contractor to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Tuscaloosa, or any person interested in the proposed contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the contractor or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Name: _____ Title: _____

Signature: _____ Date: _____

Subscribed and sworn to before me, this the _____ day of _____ 2023.

Notary: _____

County, State: _____

Commissions Expires: _____

ATTACHMENT B: FEE SCHEDULE

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)		NA
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) Md Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites (NOTE 1 & 6)		CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 6)		CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)		CY
5	Vegetative and C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)		CY
6	Management of DMS/TDSRS		
7	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal		CY
8	Grinding or consolidation of C&D debris at DMS/TSDSRS		CY
9	Pick Up and Haul of White Goods to Site within CITY		UNIT
10	Pick Up and Disposal of Hazardous Material		LB
11	Freon Management and Recycling		UNIT
12	Dead Animal Collection, Transportation and Disposal		LB
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site - (NOTE 5)			
13	24 inch diameter to 47.99 inch diameter (measured 24" above ground)		STUMP
14	48 inch diameter and greater (measured 24" above ground)		STUMP

Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 - 10			
15	Removal of hazardous hanging limbs greater than 2 inches from ROW		EACH
16	Removal of hazardous hanging limbs greater than 2 inches other than ROW		EACH
17	Removal of hazardous standing trees 6" - 12" in diameter		EACH
18	Removal of hazardous standing trees 12.1" - 24" in diameter		EACH
19	Removal of hazardous standing trees 24.1" - 48" in diameter		EACH
20	Removal of hazardous standing trees greater than 48" in diameter		EACH
21	Removal of hazardous standing trees greater than 48" in diameter		EACH
The following 2 items shall be billed on a time and material basis according to the attached schedules:			
22	Emergency Road Clearance	See Equipment & Labor Rates	

NOTES:

1. This price assumes that final disposal site or other approved disposal sites are within 10 miles of Disaster Site.
For all distances over 10 miles add \$_____ per cubic yard per mile.
For all distances over 30 miles add \$_____ per cubic yard per mile.
2. The Contractor will pay tipping fee at final disposal site(s) and back charge **CITY** at cost.
3. Includes management of site remediation.
4. Price for stump removal includes extraction, transport, disposal, and filling the root-ball hole.
5. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics.

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	
JD 644 Wheel Loader with debris grapple	Hour	
Extendaboom Forklift with debris grapple	Hour	
753 Bobcat Skid Steer Loader with debris grapple	Hour	
753 Bobcat Skid Steer Loader with bucket	Hour	
753 Bobcat Skid Steer Loader with street Sweeper	Hour	
30-50 HP Farm Tractor with box blade or rake	Hour	-
2-2 ½Cu.Yd.Articulated Loader with bucket	Hour	
3-4 Cu.Yd. Articulated Loader with bucket	Hour	
JD 648E Log Skidder or equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D8 Dozer	Hour	
CAT 125 -140 HP Motor Grader	Hour	
JD 690 Trackhoe with debris grapple	Hour	
JD 690 Trackhoe with bucket & thumb	Hour	
Rubber Tired Trackhoe with debris grapple	Hour	
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	
Rubber Tired Excavator with debris grapple	Hour	
210 Prentiss Knuckleboom with debris grapple	Hour	
Self-Loader Scraper Cat 623 or equivalent	Hour	
Hand Fed Debris Chipper	Hour	
300 - 400 Tub Grinder	Hour	
800 -1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane	Hour	
50 Ton Crane	Hour	
100 Ton Crane (8 hour minimum)	Hour	
40-60'BucketTruck	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	

Equipment Transports	Hour	
Pickup Truck, Unmanned	Hour	
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	
Single Axle Dump Truck, 5 -12 Cu.Yd.	Hour	
Tandem Dump Truck, 16- 20 Cu.Yd.	Hour	
Trailer Dump, 24-40 Cu.Yd.	Hour	
Trailer Dump Truck, 61-80 Cu.Yd.	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	
Generator	Day	

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	
Superintendent with truck, phone & radio	Hour	
Foreman with truck, phone & radio	Hour	
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	
Inspector with vehicle, phone & radio	Hour	
Climber with gear	Hour	
Saw Hand with chainsaw	Hour	
Laborers & Flagmen	Hour	
Public Assistance Manager	Hour	
Documentation Clerk	Hour	
Timekeeper	Hour	
HazMat Professional	Hour	
Household HazMat Inspection & Removal Crew	Hour	
Generators from 10 KW to 300 KW		
Materials Description	Unit	Unit Price

Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	
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Notes:

1. The equipment, labor and material rates shown above are for tasks requested by the **CITY**, which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.

ATTACHMENT C: STUMP CONVERSION

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{((\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground.
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

END OF RFQ DOCUMENT