

REQUEST FOR PROPOSALS

EMERGENCY SUPPLEMENTAL HISTORIC PRESERVATION GRANT

June 18, 2020



The Town of Ridgeland, South Carolina invites proposals from qualified tree removal companies to remove and dispose of trees that were downed because of a wind throw event. – Hurricane Irma. This project is funded by a grant from the U.S. Department of the Interior, National Park Service, and administered by the S.C. Department of Archives and History.

All proposals must be received by 2:00 pm EST on July 24, 2020.

I. INTRODUCTION

The purpose of the project is to remove 23 downed trees from the Honey Hill Battlefield Site. It is the intent of the Town of Ridgeland to carefully preserve this significant historic site and establish a public interpretive and recreational park.

During the American Civil War, from late November 1864 to February 1865, Union and Confederate armies clashed around what is today the Town of Ridgeland, South Carolina. On November 28, a Union expeditionary force, commanded by Major General John P. Hatch, steamed up the Broad River in transports to cut the Charleston and Savannah Railroad near Pocotaligo, South Carolina in support of the anticipated arrival of the army led by Major General William T. Sherman at Savannah.

Hatch disembarked at Boyd's Landing and marched inland with his force of five thousand men. At Honey Hill, the Union troops encountered a Confederate force of regulars and militia, commanded by Colonel Charles J. Colcock. Determined attacks by the 2nd Brigade, which included the 54th Massachusetts Volunteer Infantry, the 55th Massachusetts Volunteer Infantry, and the 102nd U.S. Colored Troops commanded by Colonel Alfred S. Hartwell, failed to capture the Confederate position or reach the railroad to sever the line. After dark, Hatch withdrew his troops to the transports at Boyd's Neck. Union troops recorded 89 men killed, 629 wounded, and 28 missing. Confederate casualties were estimated at 50 men killed or wounded.

II. SCOPE OF WORK

The scope of work for this project should include the following components:

RFP 2020-01

A - Processes:

1. The tree removal company selected for the project must coordinate their work with a qualified archaeologist to be selected by the Town of Ridgeland. The archaeologist will be responsible for examining the root balls from the trees to recover any artifacts.
2. The South Carolina Battleground Preservation Trust (SCBPT) holds the conservation easement on the property and oversees the battlefield development on the Town's behalf. On this project, the SCBPT shall serve as the project manager and must be present during the tree removal to insure the protection of the historic earthworks on the battlefield.
3. The tree removal company will be responsible to remove 23 trees of various sizes that have been identified in a survey.
4. The bid packet includes a map noting the location of the trees and a spreadsheet which indicates the GPS coordinates of each downed tree as well as the approximate length and diameter of each downed tree.
5. Trees that are resting on or across the earthworks must be lifted off before they are cut and removed.
6. Any tree stumps will be cut off at ground level.
7. Statement on removal: Due to the risk of unexploded ordinance on the battlefield, burning will not be permitted and the contractor is required to remove the cut trees and debris for disposal off of the Honey Hill Battlefield property.
8. Any historic artifacts that are uncovered during the tree removal process must be delivered to the consulting archaeologist on site and remain the property of the Town of Ridgeland.

B – ASSURANCES & CERTIFICATIONS:

1. The tree company agrees that all work conducted under the project will be carried out in accordance with the Secretary of the Interior's Standards and Guidelines for Treatment of Historic Properties. Copies of these standards can be obtained from the SC Department of Archives and History.
2. The tree company agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Department of Interior regulation 43CRF17.
3. The tree company agrees to comply with Executive Order 12432, "Minority Business Enterprise Development," to encourage greater economic opportunity for minority entrepreneurs.
4. The tree company agrees to comply with the provisions of 18 USC 1913, which prohibits lobbying with appropriated funds. Certification and disclosure are required by 43 CFR 18 and 31 USC 1352.
5. The tree company agrees to comply with Executive Order 12549, and with 43 CFR Part 12, which prohibits contracts with suspended and debarred persons or businesses.
6. The tree company agrees to comply with Title 2, Part 200 of the Code of Federal Regulations (2 CFR 200).
7. The tree company must file a certificate of insurance with the Town of Ridgeland that notes both general liability and workers compensation coverage.

III. SUBMITTAL REQUIREMENTS

The selected tree company must be a responsible tree removal company with the necessary breadth of knowledge, experience, and resources to undertake the project. Five (5) copies of the "Proposal" shall be bound (8.5" x 11") so that they lie flat when opened. The proposal should be organized in the following format:

1. **Proposal Letter To Include the Following:**
 - a) Name, address, primary contact person, and contact's phone number and email address.

RFP 2020-01

- b) **Statement of availability to start the project no later than August 20, 2020** and complete it within 60 days from the start date.

Introduction:

Provide a synopsis of the consultant(s) background, history, and services provided (including areas of expertise), and provide a statement indicating a complete understanding of the project's objectives, scope, and requirements.

2. **Project Approach and Schedule:**

Give a detailed description of the proposed procedures to be used in carrying out the components of the "Scope of Work," specifically noting any suggested additions or modifications to the Town's requested scope.

3. **Proposed Project Fee:**

The work will be performed on a fixed price basis.

4. Submittal must include **one (1) original BID response marked as original along with a completed IRS W-9 form.** The individual signing the response must be an Agent legally authorized to find the bidding company.

5. This solicitation does not commit the Town of Ridgeland to award a contract, to pay any costs incurred in the preparation of a BID submitted, or to procure or contract for the services. The Town reserves the right to accept, reject or cancel in part or its entirety offers received as a result of this request that is deemed to be in the best interest of the Town to do so. The grant administrator with the SC Department of Archives and History must also concur with the selection of the contractor.

6. **Response period:** All bid responses shall be good for a minimum of 90 calendar days.

7. **Town of Ridgeland Purchasing Ordinance:** The request for proposals is subject to the provisions of the Town of Ridgeland Purchasing Ordinance, which are hereby incorporated into this proposal in their entirety except as amended or superseded within. This ordinance can be found at

https://library.municode.com/sc/ridgeland/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVIREFI_DIV3PU under Division 3, "Purchasing".

IV. GENERAL CONTRACTUAL REQUIREMENTS

1. **Abandonment or Delay:** If the work to be performed under this contract shall be abandoned or delayed by the Contractor, or if at any time the Town shall believe and so certify in writing that work has been abandoned or delayed by the Contractor, the Town may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.
2. **Responsibility:** The Contractor shall at all times observe and comply with all Federal, South Carolina and Municipal laws, ordinances, rules and regulations in any manner affecting the contract.
3. **Default:** In case of default by the Contractor, the Town reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future BIDs until the assessed charge is satisfied.
4. **Failure to Submit All Mandatory Forms and Certifications:** Failure to submit all the mandatory forms from this request shall be just cause for rejection. However, the Town of Ridgeland reserves the right, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. **Contract Award:** This solicitation and submitted documents, when properly accepted by the Town of Ridgeland shall constitute an agreement equally binding between the successful Contractor and the Town. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The Town shall not be legally bound by any amendment or interpretation

RFP 2020-01

that is not fully executed by both parties in writing. The successful Contractor shall be required to execute a formal agreement with the Town's Procurement Agent (Town Administrator) within ten (10) business days after issuance of Notice of Award ("NOA").

6. **Force Majeure:** The Contractor shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Contractor; Such causes may include, but are not restricted to Acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, hurricanes, strikes, trade or freight embargoes and unusually severe weather; in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and the Sub-Contractor and without excess costs for failure to perform unless the supplies and/or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
7. **Arbitration:** Under no circumstances and with no exceptions will the Town of Ridgeland act as arbitrator between the Contractor and any Sub-Contractor for this project.
8. **Governing Laws:** Any agreement arising from the solicitation shall be governed by the laws of the State of South Carolina and any disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Jasper County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs related to said litigation.
9. **Assignment:** The Contractor shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior, written consent of the Town of Ridgeland. The Contractor shall not assign any money due or to become due to him under the said agreement without the prior, written consent of the Town of Ridgeland.
10. **Publicity Releases:** Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Town. The Contractor shall not have the right to include the Town's name in its published list of customers without prior approval of the Town Administrator. With regard to news releases, only the name of the Town, type and duration of any resulting agreement may be used and then only with prior approval of the Town. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the Town's staff without the express, written permission from the Town Administrator
11. **Affirmative Action:** The successful Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
12. **Ownership of Material:** Ownership of all data, material, and documentation originated and prepared for the Town pursuant to this contract shall belong exclusively to the Town.
13. **Failure to Deliver Services In Accordance With Terms & Conditions:** In case of failure to deliver goods per the contract terms and conditions, the Town of Ridgeland, after due oral or written notice, may procure substitute services from other sources and hold the Contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which the Town of Ridgeland may be obliged to incur.
14. **Performance Bonds:** Payment and Performance Bonds are not required under this request for proposals.

RFP 2020-01

15. **Termination of Contract:** 1. Subject to the Provisions above, the contract may be terminated by the Town of Ridgeland provided a thirty (30) days advance notice in writing is given to the Contractor. a. Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the Town without the required thirty (30) days advance written notice, then the Town shall negotiate reasonable termination costs, if applicable. b. Termination for Cause: Termination by the Town for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply. c. The Town shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for nonperformance. 2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the Town, State or Federal Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the Town shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the Town and the Contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

V. Submittal Deadline and Contact Information

Five (5) copies of the proposal must be received no later than 2:00 pm EST on **July 24, 2020.**

Proposals shall be submitted to:

Mr. Dennis E. Averkin, Town Administrator
Town of Ridgeland
1 Town Square / P.O. Box 1119
Ridgeland, South Carolina 29936

VI. Method of Evaluation

The Town of Ridgeland will review and evaluate the submitted proposals based on the following criteria:

1. Adherence to required proposal format.
2. Qualifications of the company
3. Understanding of project goals
4. Project approach and schedule
5. Project fee proposal

The Town of Ridgeland reserves the right to request satisfactory evidence of their ability to furnish services per the terms and conditions listed herein. The Town further reserves the right to make the final determination as to the Contractor's ability to provide said services.

VII Additional Information

RFP 2020-01

1. **Insurance:**

The selected consultant(s) agrees to maintain, for the duration of the awarded contract, at its sole expense:

- a) Statutory workers' compensation insurance and employer's liability with limits of at least \$100,000 per accident.
- b) Automobile liability insurance on any owned, non-owned, or rented vehicle with limits of at least \$1,000,000 per occurrence combined single-limit.
- c) Comprehensive general liability with limits of at least \$1,000,000 per occurrence and \$1,000,000 aggregate.

The Town of Ridgeland shall be named as Certificate Holder and additional insured on the selected consultant's general liability and auto liability policies and be provided with a certificate of insurance prior to the effective date of the contract or any renewal contract. No work shall be performed until the Town receives evidence of said coverages.

2. **Indemnification:**

The selected consultant(s) shall indemnify, defend, and hold harmless the Town and its subsidiaries, divisions, officers, directors, and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments, and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, and act or omission of the selected consultant(s) or any employee, agent, or assign of the selected consultant. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by the Town, its officers, or employees.

3. **Bidders Shall be Required to Affirm their Compliance with:**

- Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, prohibiting discrimination on the basis of race, color, national origin, disability or age in programs assisted by the U.S. Department of the Interior.
- Debarment Certification, 43 CFR, Part 12, Section 12.510 and state that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.