#### REQUEST FOR PROPOSALS (RFP)

#### STORM DEBRIS REMOVAL AND PRE-POSITIONED EMERGENCY CONTRACT SERVICES

Town of Gate City 156 East Jackson Street Gate City, VA 24251 (276) 275-3831 townmanager@mygatecity.com

**Issue Date: 9.26.25** 

Proposal Due Date: 11.6.25 @ 3:00 PM

#### 1. INTRODUCTION

The Town of Gate City is seeking proposals from qualified contractors to provide services for storm debris removal resulting from a declared emergency and to establish a pre-positioned emergency contract to be activated upon the Town's direction for future disasters. The dual-purpose RFP will ensure timely and compliant debris management services for both current and future needs in accordance with local, state, and federal regulations including 2 CFR 200.318-327 and FEMA guidelines.

#### 2. SCOPE OF SERVICES

The selected contractor(s) will be responsible for:

- Emergency debris removal from public rights-of-way and other public properties.
- Management of debris collection, hauling, reduction, recycling, and final disposal.
- Operation and management of Temporary Debris Storage and Reduction Sites (TDSRS).
- Assistance with FEMA and state documentation and reimbursement procedures.
- Demolition, hazardous materials removal, and white goods recycling.
- Tree trimming, removal, stump grinding, and clearance of vegetative debris.
- Cleanup and restoration of all damaged areas during operations.
- Compliance with all permitting and environmental requirements.

# **Coordination with Debris Monitoring Firm**

The Town of Gate City will procure a separate, independent debris monitoring contractor under a separate solicitation. The debris removal contractor shall fully cooperate and coordinate with the debris monitoring personnel as designated by the Town. This includes, but is not limited to:

- Providing access to all debris removal operations, equipment, and personnel;
- Ensuring load tickets and haul logs are completed and verified as required;
- Allowing monitors to be stationed at loading sites, debris management sites (TDSRS), and disposal facilities;

- Providing daily operational updates and schedules upon request;
- Ensuring transparency and compliance with all FEMA documentation requirements as validated by the monitoring firm.

The debris removal contractor shall not perform monitoring functions or attempt to verify their own work. Any such action shall be grounds for corrective measures, including potential termination of the contract and disqualification from FEMA reimbursement.

#### 3. CONTRACT TYPE

This will be a contingency contract with no compensation unless activated. The Town reserves the right to award contracts to multiple contractors. Task orders will be issued upon disaster events or declared emergencies.

### 4. PROPOSER QUALIFICATIONS

Contractors must:

- Be licensed and in good standing in the State.
- Demonstrate experience in emergency debris removal under FEMA-funded projects.
- Provide proof of bonding capacity and insurance as required.
- Submit relevant licenses and certifications (e.g., Haz-WOPER).

#### 5. COMPLIANCE REQUIREMENTS

All work must comply with:

- Town's procurement policies.
- Federal procurement standards (2 CFR 200.318 to 200.327).
- FEMA Procurement Disaster Assistance Team (PDAT) Field Manual.
- Debris eligibility under FEMA Category A guidelines.

# 6. PROPOSAL REQUIREMENTS

Proposals must include:

- Company background and qualifications.
- Detailed work plan and mobilization strategy.
- Pricing schedule for services.
- List of equipment and personnel.

- Subcontractor list (if any).
- Sample documentation for FEMA compliance.

#### 7. EVALUATION CRITERIA

- Qualifications and experience (30%)
- Proposed methodology and mobilization plan (25%)
- Cost proposal (20%)
- Compliance and documentation plan (15%)
- References and past performance (10%)

#### 8. SUBMISSION INSTRUCTIONS

Proposals must be submitted no later than 3:00 PM on November 6<sup>th</sup>, 2025. Late submissions will not be considered. Email submissions will not be considered. Questions must be submitted in writing by October 30<sup>th</sup>, 2025.

#### 9. CONTACT INFORMATION

All inquiries concerning this RFP should be directed to:

Greg Jones Town Manager

Email: townmanager@mygatecity.com

Phone: (276) 386-3831

#### 10. RESERVATION OF RIGHTS

The Town reserves the right to:

- Reject any or all proposals.
- Waive any informalities.
- Award multiple contracts.
- Negotiate contract terms with successful proposers.

# 11. ATTACHMENTS

- Attachment A: Pricing Form
- Attachment B: Federal Clauses (Appendix II to 2 CFR Part 200)
- Attachment C: FEMA Fact Sheet for Category A Debris Removal
- Attachment D: Certification Regarding Debarment and Suspension
- Attachment E: Certification Regarding Lobbying
- Attachment F: Insurance & Bond Requirements Summary Sheet
- Attachment G: Certification: Build America, Buy America Act

# **Attachment A: Pricing Form**

# Town of Gate City RFP for Storm Debris Removal and Pre-Positioned Emergency Services

Company	Name:			
Phone Nu	ımber:			
	dress:			
Authorize	ed Representative:		<del> </del>	
Line Item	Description	Unit	Unit Price	Notes
1	Vegetative Debris Collection and Hauling	Cubic Yard		From ROW to TDSRS
2	C&D Debris Collection and Hauling	Cubic Yard		Includes construction materials
3	White Goods Collection and Recycling	Each		Includes Freon removal
4	Hazardous Waste Handling	Pound		Per EPA guidelines
5	Stump Removal and Grinding	Each		Must meet FEMA eligibility
6	TDSRS Site Setup and Management	Lump Sum		Per location
7	Final Disposal (Tipping Fees)	Ton		Documentation required
8	Demolition of Unsafe Structures	Sq Ft		Must be authorized
9	Tree Removal (24"+ diameter)	Each		Includes limb & root removal
10	Emergency Push/Road Clearance	Hour		Includes labor and equipment
	Add additional Price Sheet if Needed.			
I certify t	hat the above prices are accurate and will	remain fir	m for the term	specified in the RFP.
Authorize	ed Signature:			
Printed N	ame:			
Title:				

#### **Attachment B: Federal Clauses (Appendix II to 2 CFR Part 200)**

#### TOWN OF GATE CITY

# FEDERAL CONTRACT CLAUSES (Required Under 2 CFR Part 200, Appendix II) Applies to Federally Funded Contracts

The Contractor agrees to comply with all provisions of 2 C.F.R. § 200 and, Appendix II, and said provisions are incorporated herein by reference and made applicable to this contract. Furthermore, at all times the Contractor shall keep and observe each and every requirement which may be imposed upon it under any executive order, policy, procedure, statute, rule or regulation promulgated by the United States of America or any agency or department thereof, whether mentioned specifically herein or not, including but not limited to the following:

#### Attachment B: Federal Contract Clauses

# 1. Contract Work Hours and Safety Standards Act (29 CFR § 5.5(b)(1)-(5))

Required for contracts >\$100,000 involving labor. Includes updated federal language on overtime pay, recordkeeping, and subcontractor responsibility.

#### 2. Clean Air Act and Federal Water Pollution Control Act

Required for contracts >\$150,000. Contractor must comply with all standards. Inserted recipient: Town of Gate City.

#### 3. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Required for contracts >\$100,000. Contractor must comply with the requirements of the Byrd Anti-Lobbying Amendment and submit the appropriate certification as provided in Attachment E.

# 4. Procurement of Recovered Materials (2 CFR § 200.323)

Contractor must provide preference for EPA-designated products with recycled content for contracts >\$10,000.

# 5. Prohibition on Contracting for Covered Telecommunications Equipment or Services (2 CFR § 200.216)

Contractor certifies that it does not and will not use prohibited telecom services/equipment from Huawei, ZTE, etc.

# 6. Domestic Preferences for Procurements (2 CFR § 200.322)

Contractor must provide preference for domestic end products, construction materials, and supplies.

#### 7. Build America, Buy America Act (Pub. L. 117-58)

Contractor must comply with BABAA requiring use of U.S.-produced iron, steel, manufactured products, and construction materials.

#### **Contractor Acknowledgment**

By signing below, the contractor certifies that it understands and agrees to comply with the provisions outlined above as a condition of the contract award.

Authorized Representative Signature:
Name and Title:
Company Name:
Date:

#### **Attachment C: FEMA Fact Sheet for Category A Debris Removal**

#### TOWN OF GATE CITY

# FEMA CATEGORY A – DEBRIS REMOVAL FACT SHEET (For Inclusion in Federally Funded Emergency Debris Contracts)

# **Purpose**

This fact sheet outlines federal requirements for contractors performing debris removal services under FEMA Category A (Debris Removal) as part of the Public Assistance Program. Contractors must comply with these provisions for their work to be eligible for reimbursement.

#### **Eligible Activities**

The following activities are eligible under FEMA Category A:

- Removal of eligible debris from public rights-of-way and public property
- Curbside collection of disaster-generated debris
- Loading, hauling, and proper disposal of debris
- Segregation and management of vegetative, construction and demolition (C&D), and white goods debris
- Operation of temporary debris management sites (TDMS)
- Elimination of immediate threats to public health and safety

#### **Ineligible Activities**

FEMA does not reimburse:

- Debris not caused by the declared event
- Removal from private property (unless specifically authorized)
- Routine or pre-disaster waste
- Commercial or industrial site cleanup
- Debris removed without proper documentation

# **Contractor Responsibilities**

- 1. Federal Compliance
  - o Adhere to FEMA's Public Assistance Program and Policy Guide (PAPPG)
  - o Comply with 2 CFR Part 200 and all applicable FEMA regulations
- 2. Documentation
  - Maintain detailed records including load tickets, debris types, volumes, GPS coordinates, dates, and photos
  - Submit daily reports and supporting logs
- 3. Coordination with Monitors
  - o Work with Town-assigned monitors for validation
  - o Provide access to vehicles, personnel, and sites as requested
- 4. Segregation of Debris
  - Separate debris into FEMA-approved categories (vegetative, C&D, white goods, hazardous)

- 5. Labor & Equipment Tracking
  - o Maintain daily time and equipment usage logs
  - o Provide FEMA-compliant cost documentation
- 6. Health & Safety
  - o Follow OSHA standards and provide PPE
  - o Implement site-specific safety plans
- 7. Environmental Compliance
  - o Comply with EPA and state environmental regulations
  - o Prevent secondary damage to sensitive areas

# **Payment & Audit Requirements**

- Payment is subject to FEMA reimbursement eligibility and Town approval.
- Final payment may be withheld pending FEMA audit or closeout.
- Improperly documented or ineligible work will not be reimbursed.

#### **Contract Termination for Noncompliance**

Failure to comply with FEMA documentation or regulatory requirements may result in contract termination and disallowance of payment.

#### **Contractor Acknowledgment**

By signing below, the contractor certifies that they have read, understand, and agree to comply with the FEMA Category A Debris Removal requirements and responsibilities outlined in this Fact Sheet. This acknowledgment is a condition of award.

Authorized Representative Signature:
Printed Name & Title:
Company Name:
Date:

#### Attachment D: Certification Regarding Debarment and Suspension

#### TOWN OF GATE CITY

#### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Federal Award Compliance – 2 CFR Part 180 and Part 3000)

- 1. This contract constitutes a covered transaction for the purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor certifies that neither the contractor nor any of its principals (as defined in 2 CFR § 180.995), affiliates (as defined in 2 CFR § 180.905), or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency (as defined at 2 CFR § 180.940 and § 180.935).
- 2. The contractor further agrees to comply with the requirements of 2 CFR Part 180, Subpart C, and 2 CFR Part 3000, Subpart C, and shall include a similar requirement in all lower-tier covered transactions and subcontracts entered into under this contract.
- 3. This certification is a material representation of fact relied upon by the Town of [Insert Town Name]. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Town may pursue all available remedies, including but not limited to suspension or debarment.
- 4. The bidder or contractor agrees to comply with the above requirements during the term of the agreement and for the duration of any agreement resulting from this solicitation. The contractor shall include a similar provision in any subcontracts or lower-tier agreements as required under federal law.

Authorized Signature:
Address:
Printed Name & Title:
City, State, Zip Code:
Company Name:
Date:

#### **Attachment E: Certification Regarding Lobbying**

#### TOWN OF GATE CITY

#### CERTIFICATION REGARDING LOBBYING

For Contracts, Grants, Loans, and Cooperative Agreements Exceeding \$100,000

The undersigned Contractor certifies, to the best of their knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence the persons listed above in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and any related disclosure.

Signature of Contractor's Authorized Official:	
Name and Title of Contractor's Authorized Official:	
Company Name:	
Date:	

# Attachment F: Insurance & Bond Requirements Summary Sheet

# **TOWN OF GATE CITY**

# INSURANCE & BOND REQUIREMENTS SUMMARY SHEET

RFP: Storm Debris Removal and Pre-Positioned Emergency Services

The following minimum insurance and bonding requirements shall apply to all contractors performing services under this contract. Contractors must submit valid certificates of insurance and bonding documents prior to contract award. All required insurance shall be maintained for the duration of the contract.

# 1. Insurance Requirements

Coverage Type	Minimum Limit Requirements	Additional Notes
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate	Town of Gate City must be named as an Additional Insured.
Automobile Liability	\$1,000,000 combined single limit	Applies to all owned, non-owned, and hired vehicles.
Workers' Compensation	Statutory coverage (as required by VA law)	Includes Employers Liability: \$500,000 per accident/disease.
Umbrella or Excess Liability	\$2,000,000 per occurrence (recommended)	Can be used to supplement primary coverage limits.
Pollution Liability (if applicable)	\$1,000,000 per occurrence	Required if hazardous waste handling is part of scope.

# 2. Bond Requirements

Bond Type	Required Amount	Details
Performance Bond	100% of the estimated contract amount	Required upon contract activation. Ensures faithful performance.
Payment Bond	100% of the estimated contract amount	Required upon contract activation. Ensures payment to subcontractors.
Bid Bond (optional for RFP)	5% of bid amount (if required)	May be required at the Town's discretion.

# 3. Other Requirements

- All insurers must be licensed to do business in the Commonwealth of Virginia.
- Insurance certificates must state:

"The Town of Gate City is named as Additional Insured with respect to general and automobile liability coverage."

- All insurance certificates must provide a minimum 30-day notice prior to cancellation or non-renewal.
- Bonds must be issued by a surety company licensed in Virginia and listed on the U.S. Treasury Department Circular 570.

# **Contractor Acknowledgment**

By signing below, the contractor certifies that they understand and agree to meet or exceed the insurance and bonding requirements as a condition of contract award and activation.

Authorized Signature:	
Printed Name & Title:	
Company Name:	
Date:	

# Attachment G: Certification: Build America, Buy America Act

In accordance with Public Law 117-58 (Infrastructure Investment and Jobs Act), Section 70914, and applicable guidance from FEMA and the Office of Management and Budget (OMB), the undersigned certifies that any iron, steel, manufactured products, and construction materials provided under this contract comply with the Build America, Buy America Act (BABAA). The contractor also affirms that these requirements shall flow down to all subcontractors.

Signature:
Name:
Title:
Company:
Date: