

**City of Rapid City
Fire and Parks Departments (RCFPD)
10 Main St
Rapid City, South Dakota 57701**

**Skyline Wilderness Area Hazardous Fuels Reduction
PROPOSALS WILL BE OPENED 7/18/14**

RFP: Skyline HFR RCFD Contact: Lt. Tim Weaver Phone: 394-5233

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

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1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this RFP is to solicit proposals from qualified vendors to perform hazardous fuels reduction treatments on approximately 66 acres of property located in the Skyline Wilderness Park area in Rapid City for the City of Rapid City Fire and Parks Departments Urban Interface Management Plan.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The City of Rapid City Fire Department is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is RFP # . This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	05/21/2014
Site Visit	06/12/2014
Site Visit	06/19/2014
Deadline for Submission of Written Inquiries	06/26/2014
Responses to Vendor Questions	07/01/2014
Proposal Submission	07/18/2014
Anticipated Award Decision/Contract Negotiation	08/25/2014

1.4 SITE VISITS

Site visits are expected to allow for a more accurate proposal to be submitted. Site visits will be held on designated dates listed above with RCFD Lt. Tim Weaver, and/or City

Forester Gary Garner, and contractor. Please schedule site visits two days in advance. All requests for site visits must be directed to LT. Tim Weaver at 605-394-5233 or City Forester Gary Garner at 605-394-4175.

1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the City of Rapid City by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

Original and 3 identical copies of the proposal shall be submitted.

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container. Proposals must be addressed and labeled as follows:

REQUEST FOR PROPOSAL #
OPENING DATE 07/18/2014
City of Rapid City Contact Lt. Tim Weaver
City of Rapid City Fire and Parks Departments
10 Main St
Rapid City, SD 57701

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the City of Rapid City, or that otherwise may be deemed irresponsible or unreliable by the City Finance Officer, or the Rapid City Common Council.

1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the vendor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.7 NON-DISCRIMINATION STATEMENT

The City of Rapid City requires that all contractors, vendors, and suppliers doing business with any City agency or department, provide a statement of non-discrimination. By signing and submitting their proposal, the vendor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the vendor prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.9 VENDOR INQUIRIES

Vendors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to Lt. Tim Weaver at tim.weaver@rcgov.org with the subject line "RFP: Skyline HFR". Inquires may also be faxed to (605) 394-5233. If inquiries are submitted by mail the envelope should be addressed to: LT. Tim Weaver, 10 Main St, Rapid City SD 57701. Be sure to reference the RFP number in your letter.

The City of Rapid City prefers to respond to vendor's inquiries (if required) via e-mail. If a vendor does not indicate an email address, the City's response will be sent via fax. If no fax number is provided, the City will mail the response to the vendor. All vendors will be informed of any inquiries and the City's response. Vendors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Vendors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.10 PROPRIETARY INFORMATION

The proposal of the successful vendor(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Vendors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the City. All materials submitted become the property of the City of Rapid City and may be returned only at the City's option.

1.11 LENGTH OF CONTRACT

The length of the contract will be for two (2) base years and a one-year optional renewal period. Contracts may be entered into with more than one vendor as a result of this RFP.

1.12 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the Circuit Court in Pennington County, State of South Dakota. The laws of South Dakota shall govern this transaction.

1.13 DISCUSSIONS WITH VENDORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by a vendor to clarify a proposal may be required at the sole discretion of the City. However, the City may award a contract based on the initial proposals received without discussion with the Vendor. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the vendor's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the City's request. The City reserves the right to negotiate on any and/or all components of every proposal submitted, and may elect to negotiate only with certain candidates of the City's choosing. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the City's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

2.1 The Contractor will perform those services described in the Work Plan, which will be attached to the contract as Exhibit A and incorporated by reference. The Contractor's response to this RFP shall be considered part of the Work Plan.

2.2 The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.

2.3 The terms of the agreement shall state whether or not the Contractor will use City equipment, supplies or facilities. If the Contractor will use City equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.

2.4 The City will make payment upon satisfactory completion of services. The City will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a city voucher.

2.5 The agreement shall indicate whether or not the City shall have the option to renew the agreement. If a renewal option is specified, the City shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the City to the Contractor as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.

2.6 The Contractor agrees to indemnify and hold the City of Rapid City, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the City, its officers, agents and employees.

2.7 The Contractor, at all times during the term of the Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars for each occurrence and if such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit.

B. Worker's Compensation and Business Automobile Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law, as well as business automobile insurance as applicable and as required by South Dakota law.

Before beginning work under the Agreement, the Contractor shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the City. The Contractor shall furnish copies of insurance policies if requested by the City.

2.8 The City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under the Agreement. The Contractor will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or three years following termination of the Agreement.

2.9 While performing services under agreement with the City, the Contractor is an independent contractor and not an officer, agent, or employee of the City of Rapid City.

2.10 Contractor agrees to report to the City any event encountered in the course of performance of this Agreement which results in injury, or death, to the person or property of third parties, or which may otherwise subject Contractor or the City to liability. Contractor shall report any such event to the City immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the City and to make any other report provided for by their duties or applicable law.

Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the City under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirement of any applicable law.

2.11 Termination Provision: The Agreement may be terminated by either party upon providing thirty (30) days written notice, or as mutually agreed and specified in the Agreement. In the event the Contractor breaches any of the terms or conditions of the Agreement, the Agreement may be terminated by the City at any time with or without notice. If termination for such a default is effected by the City, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the City because of Contractor's default. Upon termination the City may take over the work and may award another party an agreement to complete the work under the Agreement. If after the City termination for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

2.12 The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Rapid City Common Council for the intended purpose. If for any reason the Rapid City Common Council fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement will be terminated by the City. Termination for any of these reasons is not a default by the City nor does it give rise to a claim against the City.

2.13 The Agreement may not be assigned without the express prior written consent of the City. The Agreement may not be amended except in writing, which writing shall be expressly identified as a part thereof, and be signed by an authorized representative of each of the parties thereto.

2.14 The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting the Agreement shall be venued in Circuit Court, in Pennington County, South Dakota.

2.15 The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the

Agreement, and will be solely responsible for obtaining current information on such requirements.

2.16 In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.

2.17 All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire agreement with respect to the subject matter thereof.

2.18 Any notice or other communication required under the Agreement shall be in writing and sent to the appropriate address and individuals indicated in the Agreement, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

2.19 If the contracting party is not a natural person, evidence of authority granted by the legal entity to the natural person who signs the Agreement on behalf of the legal entity must be attached hereto as a condition precedent to any obligation by the City of Rapid City under the Agreement. A copy of a resolution of the governing body or minutes of a regular meeting showing approval of the Agreement or an ordinance approving the Agreement and authorizing a named person to sign the Agreement shall be adequate proof of authority.

2.20 The Contractor may not use subcontractors to perform the services described in the Agreement without the express prior written consent of the City. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Agreement, to indemnify the City, and to provide insurance coverage for the benefit of the City in a manner consistent with the Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

3.0 SCOPE OF WORK

The intent of this solicitation and any resultant agreement is to obtain a contract to perform hazardous fuels reduction work on approximately 69.25 acres located in the Skyline Wilderness Area in Rapid City (see attached maps). All work performed will complement work completed by City crews and private contractors on adjoining private property and will meet similar requirements. The goal of any completed project is to mitigate the threat of wildfire through thinning and fuel break creation. This project has a high density of homes in the area and will require mitigation adjacent to the private property. During the cutting phase of the project all insect infested trees within the project area will be removed from the

project or chipped. Dead standing trees will be removed at the discretion of the contractor and City at no additional cost to the City. Damaged and dead hardwood trees will be treated within the project. Salvage rights will be granted to the contractor to offset project costs. Care will be taken by the contractor so leave trees are not damaged in the material removal process. Material removal will only be done between the months of September and March due to the high recreational activity by the public at other times of the year. Material removal will not be allowed in the spring, regardless of time frame, during spring thaw conditions when deep rutting and road damage can occur. All material to be removed for biomass utilization will be at no cost to the City. Trails created to facilitate material removal will be rehabbed by contractor to pre-existing topographical arrangement unless approved by the City to be left for future use. All material to be left on the project site must be justified in the submitted proposal. All slash not removed from the property will be treated by the contractor according to one of the following methods: chipping; mulching; or grinding; and piling. Bidder must specify thinning slash disposal method in the submitted proposal. It is required that all work must adhere to the City of Rapid City's best management practices (BMPs) to prevent pollution and minimize environmental impacts.

THINNING SPECIFICATIONS

- All ponderosa pine up to 12 inches in diameter at breast height (DBH) are considered in the cutting guidelines.
- Dominant ponderosa pine with good form and vigor will be left as leave trees.
- All ponderosa pine up to 12 inches DBH with stem canker (western gall rust), that have co dominant (dual top) stems, that are snow bent, or with deformed or broken tops are considered cut trees. Ponderosa pine 13 inches DBH and over are not considered cut trees unless otherwise specified by the Wildland Urban Interface Mitigation officer. Ponderosa pines over 13 inches DBH are considered in the overall spacing and stocking guidelines.
- The spacing between leave ponderosa pine tree crowns will be an average of 20 feet. Spacing will be maintained in areas where all trees are less than 12 inches DBH. Average spacing will be figured within the actual tree stand, open spaces are not included in average spacing specifications.
- Mature ponderosa pines greater than 16 DBH will be left regardless of spacing.
- Areas where spacing specifications are to be altered, or where all pines are to be removed will be flagged with a unique specified color at the boundaries and outlined before project starts. These areas will include:
 - Draws and drainages where all pines are to be removed within sections A, B, and C identified on the attached maps. Conifers to be left in place in these areas will be marked as leave trees by the city.
 - Specified areas in section A where all pines are to be removed. Conifers to be left in place in these areas will be marked as leave trees by the city.
 - Hardwood restoration areas identified on attached maps in sections B and C.
- Ponderosa pine will be limbed to minimum of 10 feet or higher if dictated by slope.
- Stumps will be level cut to within 6 inches of the ground on the uphill side.

- All ponderosa pine 14 inches and under in diameter will be removed from, and within 25 feet of, stands of hardwood trees. Live hardwood trees will not be cut unless they are a hazard.
- Dead standing snags greater than 14 inches DBH not posing a threat to the contract crews will be left.
- Equipment use and access to the project site will be at the discretion of the City.

HARDWOOD RESTORATION

- Areas designated as hardwood restoration will be marked with a unique specified color flagging and will have all conifers removed. Conifers to be left in place will be marked as leave trees by the city.

PILING

- Piles to be burned will be a minimum of 6 feet and a maximum of 8 feet in diameter; height will be between 5 and 7 feet.
- Piles will not be constructed under the crown of any tree or on stumps larger than 4 inches.
- Burning of piles will be conducted by the Rapid City Fire Department as conditions allow and under City burn permit guidelines.

CHIPPING/MULCHING/GRINDING

- Chips will be removed from the property or broadcast with a maximum chip depth not to exceed 3 inches.
- Forestry mulcher (Fecon) material size will not exceed 2 inches when possible. Maximum material size allowed is 3 inches in diameter and 2 feet in length.
- Broadcast chipping/mulching activity will be restricted to between the months of September thru March. Material must be flat to ground after mulching.
- **Piles created for chipping and removal for utilization will be located in areas agreed upon by the City and contractor.**

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

4.1 The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the City of Rapid City is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

4.2 Vendor's Contacts: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the RCFD contact person indicated on the

first page of this RFP. Vendors and their agents may not contact any City employee other than the RCFD contact regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the RCFD contact person listed.

4.3 Provide the following information related to at least three previous and current service/contracts, performed by the vendor's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.

- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

5.1 An original and 3 copies shall be submitted.

5.1.1 In addition, the vendor should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Vendors may not send the electronically formatted copy of their proposal via email.

5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 All proposals must be organized and tabbed with labels for the following headings:

5.2.1 **RFP Form.** The City's Request for Proposal form completed and signed.

5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

5.2.3.1 A complete narrative of the vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements.

This should demonstrate the vendor's understanding of the desired overall performance expectations.

5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

5.2.3.3 A clear description of any options or alternatives proposed.

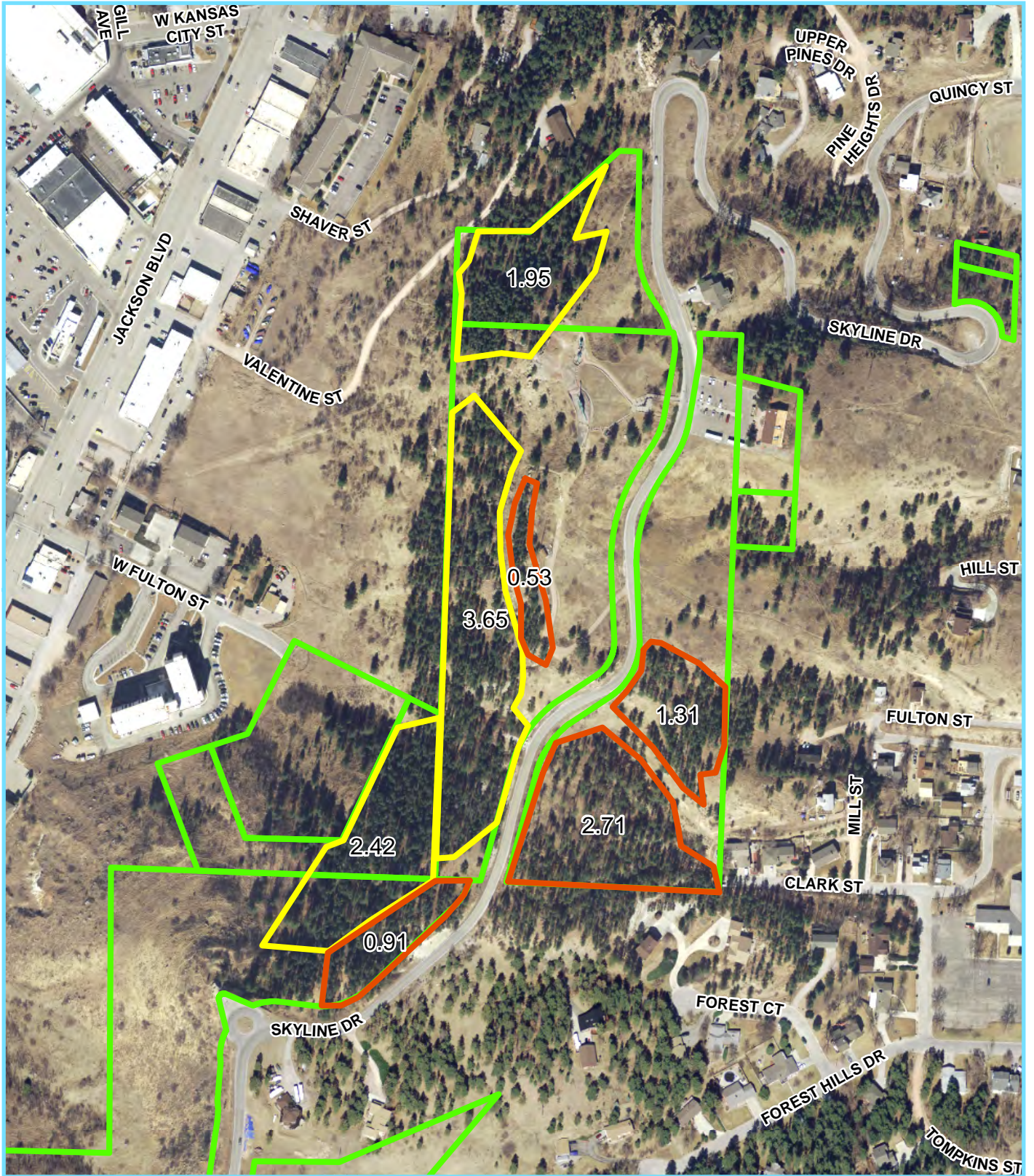
6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

- a. Cost (Cost per Acre)
- b. Expertise of Personnel
- c. Resources Available to Perform Work
- d. Availability to project
- e. Familiarity with project
- f. Proposed Method of Performance and Project Management Techniques
- g. Ability and Proven History with Special Project Constraints
- h. Proposed Project Timeline
- i. Proposed Biomass Utilization

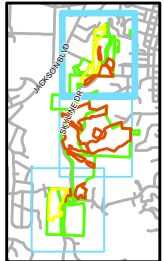
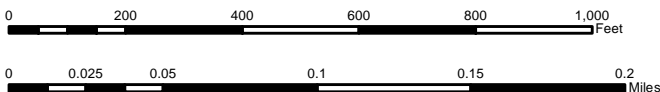
6.2 The factors listed in 6.1 are considered subjectively in the evaluation process. Therefore, the vendor is advised to submit any supplemental information which demonstrates how vendor satisfies and/or excels in each area of evaluation, including anecdotes of successful and reliable experience in past performances, detailed information related to the experience and qualifications, including education and training, of proposed personnel, and any unique capabilities and/or technical competence that will enable vendor to meet project requirements.

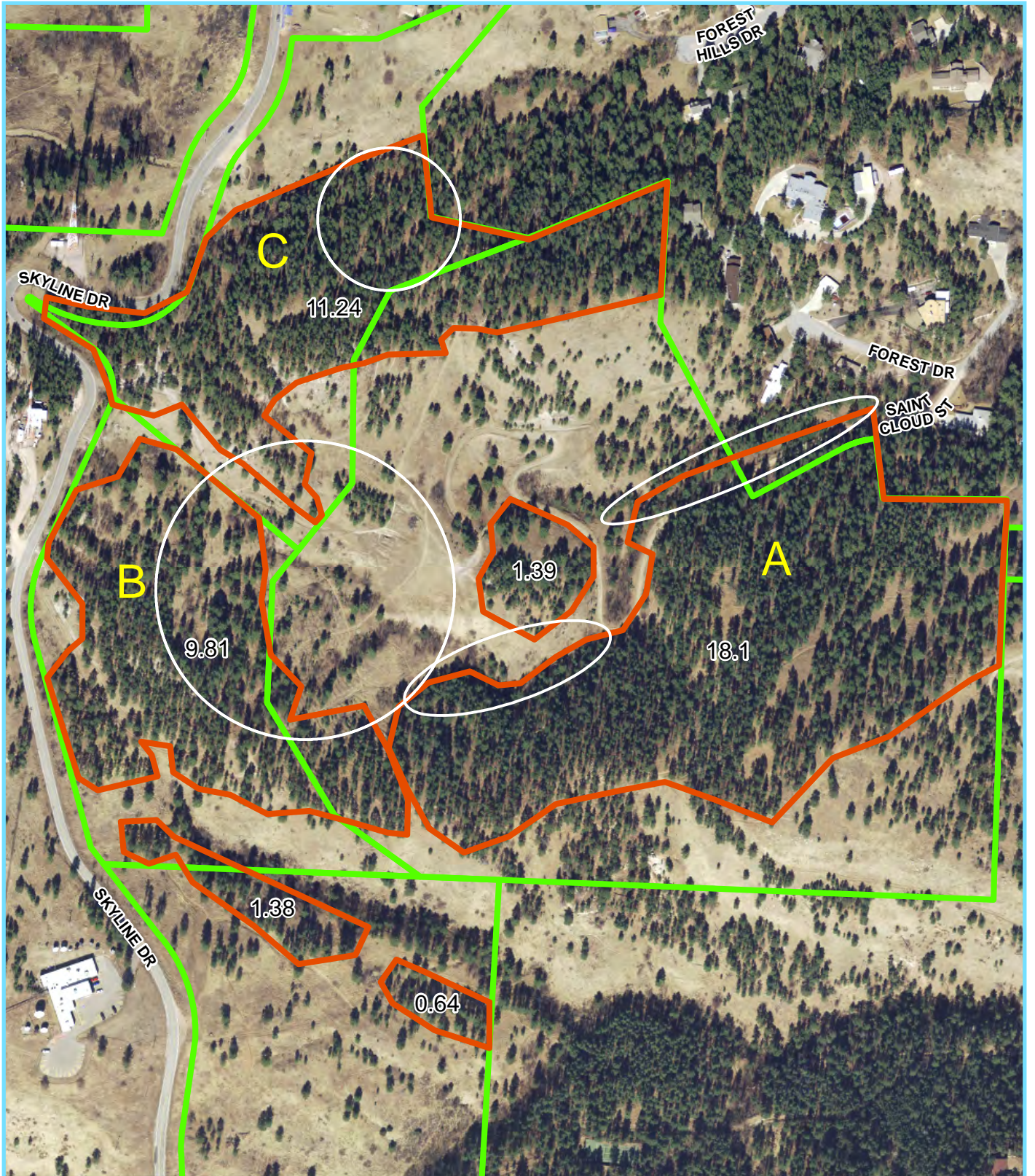
6.3 No vested right to contract with the City is created by any submission or communication with the City or any of its agents in response to this RFP. The City reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the City of Rapid City.



Mitigation Method

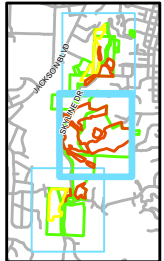
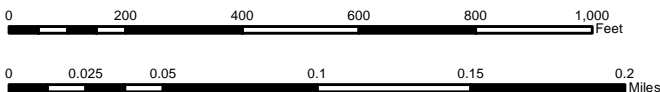
- Mechanical or Hand Pile and Burn 17.5 Acres
- Mechanical 51.75 Acres
- Hardwood Restoration

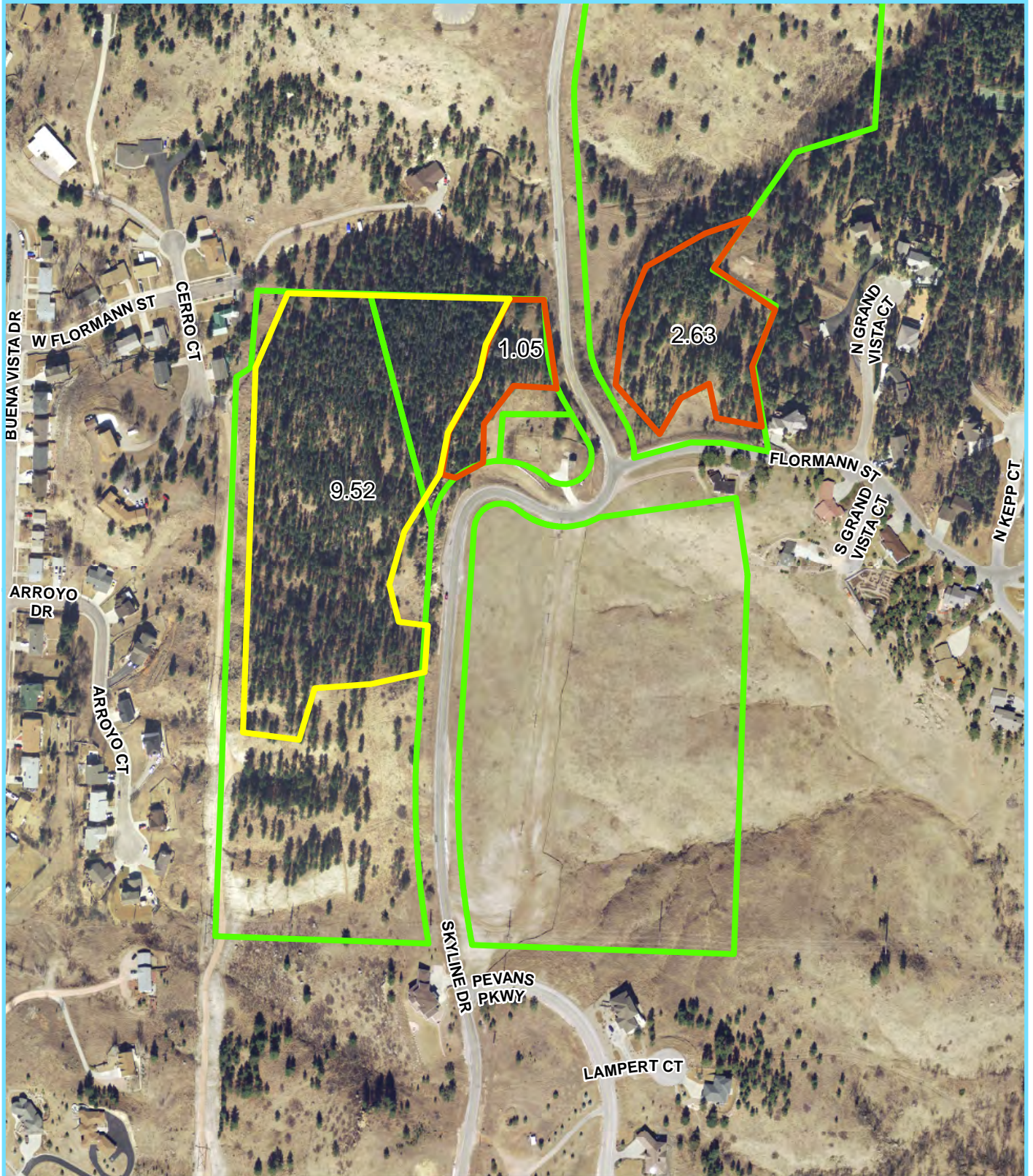




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