



**INVITATION TO BID**  
**MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL**  
**Requisition No. GG-081221**  
***Proposal Submission Deadline – 2:00 P.M. on August 12, 2021***

**SUBMIT ONE (1) ORIGINAL AND TWO (2) COPIES, AND ONE (1) ELECTRONIC COPY OF THE BID SUBMITTAL**

**NOTE: THE CONTRACT WILL FOLLOW FEMA REGULATIONS AND WILL ADAPT TO FEMA REGULATIONS AS REQUIRED BY LAW**

**INTRODUCTION**

Due to natural disasters in Alabama, in particular but not limited to hurricanes, the City of Foley is seeking to have a pre-event debris removal monitoring services contract in place for the purpose of monitoring debris removal activities necessary as a result of a disaster within the City and ensuring proper execution and quality assurance processes are followed during the debris removal process. Therefore, the City has developed this bid offering to award a contract for these services as identified in the bid documents.

The main purposes of this bid offering for debris removal monitoring services are to provide a system for monitoring the removal of debris in the event of a disaster that ensures that:

- All debris removal performed within the City is done properly and expeditiously
- All debris removal activities are eligible for reimbursement, where reimbursement is available
- All debris removal activities are conducted in compliance with FEMA and AEMA guidelines

While it is anticipated that these monitoring services will most frequently be utilized in the event of a federal or state-declared emergency or disaster, the availability of **these services shall also apply for non-declared disaster events.**

It is a requirement of this bid offering that the successful bidder be able to provide the services set out in these bid documents in full compliance with all AEMA and/or FEMA guidelines and regulations applicable at the time work is performed to ensure reimbursement, if reimbursement is available. Any conflict with the language included in these documents shall be construed to comply with AEMA and/or FEMA requirements. The awarded contract will adapt to FEMA and AEMA regulations as required by law.

The **Monitoring Services Firm**, hereafter referred to as “**Contractor**” will work closely throughout the project with designated City personnel and/or the debris removal services contractor. Both the City and the debris removal services contractor will provide the debris monitoring services contractor with contact information for appropriate City and debris removal services contractor personnel.

**SCOPE OF SERVICES**

The City of Foley is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the City for the following services. Contractors shall provide the monitoring of 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. Contractors shall also provide disaster recovery monitoring program management assistance to City officials. One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes.

The work to be undertaken includes, but is not limited to:

- a. Initial Deployment: Within 24 hours of the City's Declaration of a State of Emergency, and/or notification to Contractor, the Project Manager shall report to the City's EOC, or such other place as designated by the City. After the City has officially requested activation, otherwise referred to as "Notice to Proceed", the Contractor shall begin preparation for mobilization immediately and be fully operational as soon as weather allows. A "Task Order Directive" (see Attachment 1) will be issued to describe the assistance requested by the City. A meeting will be held with City personnel, debris removal contractor and debris monitoring company prior to the first 72 hour push.
- b. Daily Meetings: Contractor shall coordinate daily briefings, work progress, staffing, and other key items with the City and the Debris Removal Contractor.
- c. Temporary Debris Storage and Reduction Site (TDSRS) Selection and Permitting: City will establish and approve TDSRS locations, however, debris removal contractor and monitoring firm shall work together to obtain the necessary ADEM permits for the site. Monitoring contractor must have personnel posted at these sites if they are utilized.
- d. Scheduling: Contractor shall schedule, coordinate, and manage all work with the City on a daily basis.
- e. Certification of Vehicles: Contractor shall certify that all vehicles used for debris removal are equipped and appropriate for modern methods of debris removal. This includes verifying truck load measurements and verifying load capacities. All vehicles shall comply with Federal, State, and local requirements.
- f. Monitoring Debris Removal Contractor Operations: Contractor shall be responsible for the monitoring and oversight of all operations of the debris removal contractor to ensure quality, accuracy, and compliance with all requirements of reimbursing agencies. Monitoring contractor shall be knowledgeable and familiar with FEMA Public Assistance Program and Policy Guide (PAPPG) and make recommendations to ensure all work meets FEMA and AEMA eligibility requirements. The monitoring company can be held responsible regarding inaccurate information provided on ineligible reimbursements.
- g. Load Ticket Preparation & Management: Contractor shall be responsible for the management and provision of all load tickets. Load tickets must be recorded into a database which will be accessible by the City at all times. All field data shall be digitized and provided to the City. Load tickets must include all pertinent information such as GPS coordinates of pick-up location and drop-off location, times, address, volume picked up, etc.
- h. Record Disposal of Hazardous Waste: Contractor shall document and ensure the disposal of any and all hazardous waste encountered by the debris removal services contractor.
- i. GPS/GIS-Enabled Services: Contractor shall provide GPS-Enabled equipment and staff to record important aspects of the work such as daily routes, load haul distances, load pick-up and drop-off locations, time associated with haul, etc... This will include the development of GIS maps and applications as required.
- j. ADMS Services: Contractor shall utilize ADMS (Automated Debris Management System) technology to log, track and monitor debris. This will include any training of locally-hired monitors to use the ADMS. The City will require immediate access to the system in order to monitor debris collection activities.
- k. Review of Debris Removal Invoices: Contractor shall review and validate all invoices submitted by the debris removal contractor prior to evaluation by the City.

- I. Federal and State Documentation Preparation: The Contractor will prepare Project Worksheets and other Federal, (FEMA), and State reports for any potential reimbursement. The Contractor will work closely through its city contacts with the State Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. This will include final report and appeal preparation and assistance. Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

**The bidder must demonstrate in his or her bid documents that the monitoring services contractor shall be capable of delivering all aspects of the work in compliance with all AEMA and/or FEMA guidelines and regulations to the City of Foley.** The scope of services as described in these bid specifications shall be considered minimum standards to meet in submitting bids and/or providing services in the event the bidder is awarded the debris removal monitoring services contract under this bid offering.

The monitoring services contractor shall be experienced and knowledgeable in handling and executing disaster debris removal and disposal monitoring in compliance and consistent with the policies and publications of the AEMA, FEMA, and FHWA. Throughout these bid specifications, any reference to FEMA shall also imply FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. Examples of guidelines and regulations include but are not limited to FEMA's Public Assistance Program and Policy guide.

## **STAFFING REQUIREMENTS**

### **Project Manager**

The monitoring services contractor shall assign a Project Manager to the City of Foley upon receipt of a Notice to Proceed and the Project Manager shall be assigned to the event for the entire duration of the operation, subject to the approval of the City. The Project Manager's education and experience shall be appropriate to the nature of the event and said project manager will be able to perform all duties set out herein. The project manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA and FEMA related issues. ***The project manager and data manager shall be ultimately responsible for delivering all FEMA/AEMA compliant paperwork, routes, maps, load tickets, invoices, schedules, GIS data, and all other required documentation to the City for submission to the appropriate agency for reimbursement.***

Additionally, the project manager shall perform, at a minimum, each of the following duties:

- 1) Meet with designated personnel from the City immediately upon receipt of the Notice to Proceed to discuss the scope of services expected as authorized under the monitoring services contract
- 2) Remain within the City during all work hours throughout the length of the project
- 3) Schedule and coordinate daily monitoring services with both the debris removal contractor and City personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities
- 4) Provide documents and estimates to the City to assist in planning and executing the debris removal activities
- 5) Attend and participate in meetings and press conferences with designated City personnel as determined necessary by the City
- 6) Oversee and supervise all activities of the monitoring services contractor, including field workers and clerical staff, throughout the project
- 7) Regularly communicate with designated personnel in the City to keep them informed of all aspects of both the debris removal activities and monitoring activities
- 8) Provide input to the City to improve efficiency of collection and removal of debris
- 9) Identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris

- 10) Provide contact list with emails and phone numbers for company employees working on the event.

#### **Clerical Supervisor & Staff**

The monitoring services contractor shall have a clerical supervisor and an adequate number of trained clerical support staff assigned to the project to handle the day-to-day logistics, communication, and paperwork associated with all operations. **The bidder must demonstrate in his or her bid documents that he or she will be able to assign a clerical supervisor and trained clerical staff to the City at the time of responding to a Notice to Proceed and that said clerical supervisor and staff will be able to perform all duties set out herein.** The clerical supervisor and staff shall be responsible for recording and tracking all paper submissions and project worksheets as required for the debris removal and monitoring operations. Both the clerical supervisor and staff shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA and FEMA related issues.

#### **Data Manager**

The monitoring services contractor shall have a data manager assigned to the project to gather, organize, assimilate, and present all field data associated with all operations internally and to City and debris removal contractor personnel. **The bidder must demonstrate in his or her bid documents that he or she will be able to assign a data manager to the City at the time of responding to a Notice to Proceed and that said data manager will be able to perform all duties set out herein.** The data manager shall be responsible for gathering and organizing data from field personnel daily for submission or use by the GIS/mapping analyst, clerical staff, City staff, and/or debris removal contractor staff. The data manager shall be knowledgeable and experienced in gathering data during debris removal activities and/or AEMA and FEMA related issues. The data manager shall be responsible for the digital conversion of all data necessary for reporting. All load tickets should be entered into a database for quick access and reporting. ***The project manager and data manager shall be ultimately responsible for delivering all FEMA/AEMA compliant paperwork, routes, maps, load tickets, invoices, schedules, GIS data, and all other required documentation to the City for submission to the appropriate agency for reimbursement.***

#### **GIS/Mapping Analyst**

The monitoring services contractor shall have a GIS/mapping analyst assigned to the project to compile, edit, and present all geographic data requested by the City. Data required by the City may include, but is not limited to, hauler tracking charts, mapping locations of loading and unloading points, daily hauler routes to include total cubic yardage, tracking of monitor locations and associated work hours for personnel. **The bidder must demonstrate in his or her bid documents that he or she will be able to assign a GIS/Mapping Analyst to the City at the time of responding to a Notice to Proceed and that said GIS/Mapping Analyst will be qualified to perform all duties set out herein.** The GIS/Mapping analyst will work closely with the data manager and all field staff to assure that all pertinent data is collected. The GIS/mapping analyst will coordinate with City personnel on what mapping data or applications are needed prior to field personnel beginning work. A GIS layer will be required at the end of the project, documenting all collection points with the ability to sort and separate the data based on ROW, Leaners, Hangers, or Stumps.

#### **Field Supervisor**

In addition to the project manager, the monitoring services contractor shall provide a field supervisor to assure that all field operations are being carried out according to the bid specifications. The field supervisor should assign and direct all operations "on the ground" as directed by the project manager and the City. The field supervisor shall be stationed within the City and be on the job for the entirety of the project. He or she shall be accountable for all daily operations in the field including, but not limited to: conducting all required field safety meetings and assuring contractor safety by implementing all required safety measures, scheduling of field workers, gathering field documentation, roving/monitoring all operations on the ground, troubleshooting technical issues for all field and fixed monitors, and reporting all applicable documentation to the data manager. All field workers and fixed site monitors, including contract workers, shall report to and work under the supervision of the field supervisor and project manager. The field supervisor shall be properly trained in the debris monitoring process and all associated technology. **The bidder must demonstrate in his or her bid documents the ability to assign a field supervisor to the City at the time of responding to a Notice to Proceed and that said field supervisor will be able to perform all duties set out herein.**

### **Field Workers**

In addition to the project manager, the monitoring services contractor shall provide an adequate number of field workers to accomplish the functions of the contract under the direction of the project manager. The monitoring services contractor may use contract labor for this function. All field workers, including contract workers, shall report to and work under the supervision of the project manager. All field workers shall be properly trained in the debris monitoring process. **The bidder must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.**

### **Field Documentation of Work**

The monitoring services contractor shall be required to carefully document all debris removal activities utilizing the documentation methods set out in these bid specifications and those required under AEMA and FEMA guidelines and regulations. Additionally, where applicable, the monitoring services contractor shall communicate with FEMA to ensure the documentation being utilized satisfies FEMA verification requirements. **The bidder must demonstrate in his or her bid documents the ability to properly document all activities as required herein.**

### **Fixed Site Monitoring**

The monitoring services contractor, utilizing adequate experienced personnel, shall oversee the inspection of disposal and unloading sites by providing monitoring, verification of load capacity and quantities, and documentation at designated temporary disposal sites. **The bidder must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.** Services of these monitors will include at a minimum each of the following:

- 1) completing load tickets recording debris removal contractor haulers' cubic yardage and other record keeping that may be necessary
- 2) signing each load ticket before permitting a truck to proceed from the check-in area to the disposal area at TDSRS as well as any offsite disposal site (Magnolia Landfill)
- 3) remaining in constant contact with designated debris removal management personnel
- 4) performing other duties as directed by designated debris removal management personnel
- 5) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
- 6) adequately documenting and recording all required measurements and computations
- 7) ensuring debris is properly separated and not co-mingled at the disposal and unloading site
- 8) performing safety inspections of all vehicles, equipment and all elements of the disposal sites

### **Field Debris Monitoring**

The monitoring services contractor, utilizing adequate experienced personnel, shall also perform roving on-site, street level work area inspections of debris cleanup and collection placed with each of the debris removal contractor's loading crews. **The bidder must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.** These field debris monitors shall inspect and control debris collection utilizing load tickets. Services include at a minimum each of the following:

- 1) providing knowledgeable and experienced field monitor personnel at designated areas to check and verify information on debris removal
- 2) utilizing GIS/GPS technology and other mapping developed by City and debris removal contractor related to location of debris and progress of removal
- 3) determining debris eligibility and the estimation of debris to be removed
- 4) documenting all collection activity of trucks and trailers used to transport debris
- 5) issuing load tickets at the loading site for each load with multiple copies to ensure compliance with AEMA and FEMA policy and to provide for quality assurance
- 6) inspecting the area for safety concerns and considerations such as downed power lines, children playing in area, provisions for adequate traffic control, safe operation of trucks and equipment in the work area and on haul routes
- 7) ensuring and reporting recyclables and hazardous materials are properly handled, sorted and disposed of by the debris removal contractor

- 8) performing pre-work inspection of areas to check debris piles to identify potential hazards and/or utilities to prevent damage to private property and all elements of the City right of way
- 9) documenting and reporting to the field monitor's supervisor any damages to utility components, driveways, road surfaces, private property, vehicles, etc., with photos and information about the owner and circumstances causing the damage
- 10) transmitting damage information to the City within 24 hours of the incident for their records and information
- 11) ensuring the work area is clear of debris to the specified level before equipment moves to a new work area
- 12) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
- 13) adequately documenting and recording all required measurements and computations
- 14) properly monitoring and recording performance and productivity of debris removal crews
- 15) remaining in constant contact with designated debris removal management personnel
- 16) ensuring that loads are properly contained before leaving the loading area
- 17) ensuring that only eligible debris is collected for loading and hauling
- 18) performing safety inspections of all vehicles, equipment and all elements of the work sites
- 19) monitoring all actual truck haul route mileage using GPS/GIS technology
- 20) performing other duties as directed by designated debris removal management personnel and/or designated City personnel

Monitoring services contractor shall provide monitoring services for all "eligible debris" as defined by the City of Foley under current Debris Removal contract.

#### **DEBRIS MANAGEMENT PLAN DEVELOPMENT**

Monitoring services contractor may be asked to develop a Debris Management Plan for the City of Foley. If so, the debris management plan shall be completed within six (6) months of acceptance of the bid.

#### **PRICING AND PAYMENT PROCEDURES**

The bidder shall include his fee structure on the Bid Submittal Form found on page 18 of this bid package based on all categories of work included in the bid specifications. Hourly pricing shall be all inclusive. No additional payments shall be requested in relation to mileage, travel expenses, hotel costs, or per diem expenses. These will not be considered by the City for reimbursement.

The monitoring services contractor will be compensated based on the actual hours rendered to perform the work. Therefore, the bidder shall provide adequate information to detail the overall hourly cost for each type of monitoring and support staff planned to be utilized. The overall hourly cost to be charged should include all costs of each employee or contract worker. There will be no consideration of overtime charges.

The monitoring services contractor may employ contract labor to provide the services required provided any such contract labor is properly trained and is supervised by and reports to the project manager in the same manner as contractor employees. Should contract labor be utilized, the monitoring services contractor shall be responsible for all work performed and shall be responsible for all payments to such workers. The City shall only be responsible for payments to the monitoring services contractor. However, payment may be withheld until the City receives adequate documentation that any and all contract laborers have been paid for services performed.

The monitoring services contractor shall be expected to mobilize and sustain its workforce in the City for the duration of the event. All bids shall include a statement acknowledging and accepting these terms. The City may agree to reimburse the monitoring services contractor within a shorter time frame, but shall not be contractually required to make any payments in less than 14 days after receipt and validation of invoice. The monitoring services contractor shall be entitled to payment for the first 7 to 30 day billing cycle (billing cycle to be determined based on extent of estimated debris) for work performed by the monitoring services contractor after the Notice to Proceed, provided the monitoring services contractor has satisfactorily performed the functions required under the

contract. The City shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- Notice to Proceed
- Monitoring services contractor reports to the City within 24 hours of notice which serves as first day of first billing cycle
- Monitoring services contractor submits bill to the City for first pre-determined billing cycle with the same procedure for subsequent billing cycles during the project
- The City remits payment within two weeks of receiving the bill if satisfactory work has been performed
- Process continues until work is completed and payments are complete

**INSURANCE AND LIABILITY REQUIREMENTS:**

***NOTE: PROOF OF INSURANCE SHOULD BE INCLUDED IN THE BID PACKET. THE AWARDED VENDOR WILL BE REQUIRED TO PROVIDE AN UPDATED CERTIFICATE LISTING THE CITY AS ADDITIONAL INSURED.***

**CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:** The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this certificate and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

**WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance for all his employees to be engaged in work on the project under this Contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate Employer's General Liability Insurance for the protection of such of his employees as are not otherwise protected.

**CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall procure and shall maintain during the life of this Contract a Comprehensive Liability Policy providing bodily injury coverage on an occurrence basis and property damage coverage on an accident basis, including damage arising from blasting, explosion or collapse, mechanical equipment, digging in streets or highways, and including completed operations, independent Contractors, and Contractual General Liability Insurance shall be \$1,000,000 combined single limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate.

The Contractor agrees to maintain such completed operations coverage as is required in this section for a period of one year from the date of acceptance of the work by the Owner or at the date of the final amounts owed the Contractor by the Owner, whichever occurs first.

**COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:** The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis, and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger, and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or be hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

**INDEMNITY PROVISIONS:** The Contractor shall indemnify and hold harmless the Owner, State of Alabama, Federal Government, including FEMA, and its employees from and against any and all losses, liabilities, expenses, payments, recoveries and judgments, expenses including attorneys' fees, and all claims for damage relating to or arising out of any negligent action or failure to act by Contractor, its subcontractors, officers, agents, and employees of any of the obligations under this Agreement.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work until the same shall have been completed and accepted. He shall also

assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order.

The Contractor shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. He shall make good any injury that may have occurred to any structure or utility in the performance of the terms and conditions of the agreement.

If any and all claims against the Owner or its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

**SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall require each of his subcontractors to produce and maintain during the life of his subcontract, subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof in amounts approved by the Owner.

This certificate shall be used in submitting evidence of compliance with the above requirements. The insurance company's representative shall execute additional copies as may be required of the certificate. One executed copy shall be forwarded to the Contractor for attachment to the original policy as an endorsement.

**FEDERAL PROCUREMENT STANDARDS:** Contractors are required to comply with all Federal procurement standards as applicable to Monitoring Services for Disaster Debris Removal performed for the City of Foley and any other terms applicable in the bid contract. Any changes or updates in these standards will be applicable to these services and contract. Should the relevant Federal Agencies require changes remedies, changed conditions, access or records retention, or suspension of work then said conditions will be immediately incorporated into this contract.

### **MINIMUM REQUIREMENTS OF PROPOSER**

- A. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Invitation to Bid. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the City shall determine whether the evidence of responsibility and ability to perform is satisfactory. The City reserves the right to reject any or all proposals.
- B. Previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster monitoring project.
- C. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required with a reasonable time.
- E. The proposer shall be an equal employment opportunity employer and shall adhere to any local, state, or federal affirmative action requirements, including but not limited to compliance with Executive Order 11246 of September 24, 1965 as amended and as supplemented by 41 C.F.R. 60; (30 FR 12319, 12935, 3 C.F.R. Part 1964-1965 Comp., p. 339) as amended by Executive Order 11375.
- F. Proposer shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by 29 C.F.R. Part 5; Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 C.F.R. Part 5; all applicable standards orders or regulations issued pursuant to the Clean Air Act generally and specifically Sections 306 and 508 of the Clean Water Act (42 U.S.C. 1857(h)) Executive Order 11738; and 40 C.F.R. Part 15, Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and mandatory standards relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871. Contractor must comply with section 6002 of the Solid Waste Disposal



Act, as amended by the Resource Conservation and Recovery Act. This compliance includes but is not limited to procuring only items designated in guidelines of the EPA (40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- G. Any award of a contract utilizing federal funds or with the possibility of federal reimbursement in excess of \$100,000 that involve mechanics or laborers must comply with 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Further, under 40 U.S.C. 3704 no laborers and mechanics in construction work must be required to work in unsanitary hazardous or dangerous working conditions or surroundings.
- H. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- I. Proposer shall retain all records for a minimum of four years after final payment. Proposer agrees to allow access by City, any relevant Federal Agency, or the Comptroller General of the United States to any records, documents books or papers for the purpose of audit, examination, excerpts or transcription.
- J. Proposer agrees that patent rights with respect to any discovery or invention that arises or is developed in the course of or under this contract shall be owned by the City.
- K. Proposer agrees that copyright and rights in data with respect to any discovery or invention that arises or is developed in the course of or under this contract shall be owned by the City.
- L. The proposer shall ensure that foreign workers are legal and documented to work in the United States.

### **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 proposer 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. The City is not responsible for any expenses, which proposers may incur in the preparation and submittal of proposals requested, including but not limited to, costs with travel, accommodations, interviews, or presentations of proposals.

### **CRITERIA FOR EVALUATION AND AWARD**

All bids will be evaluated utilizing evaluation factors listed in the "Bid Submission Requirements" section below. The successful Proposer will be selected based upon the best response offered to the City. Proposers may be requested to give an oral presentation after submission of responses, should the City find it necessary to determine which proposal received is the best.

The City will consider the following evaluation factors (of which cost is only one factor) of the received proposals: past performance, financial capability, firm qualifications, price structure, equipment/employee capabilities and technical approach.

The objective of the evaluation is to enter into a contract with the highest ranked company. Each category shall be weighted as follows, and one hundred (100) points are the maximum total number of points that can be awarded to a proposal.

## **BID SUBMISSION REQUIREMENTS**

**Proposals will be received by the City until 2:00 p.m. on Thursday, August 12, 2021.** All submissions containing insufficient data will be disqualified. To be considered, **submit one (1) original in color and two (2) complete color copies in an 8'1/2" by 11" format and one (1) electronic copy via USB drive.** Proposals must be delivered to the City of Foley, Attention: Purchasing Agent, 407 East Laurel Avenue, Foley, Alabama 36535 **or** P.O. Box 1750, Foley, Alabama 36536.

All questions related to this bid must be documented through email and should be sent to Rachel Keith at rkeith@cityoffoley.org no later than 72 hours prior to the scheduled bid opening. No questions will be addressed by any means other than email. Answers will be emailed to all bidders in the event that clarification is required. If further clarification is needed or a change is made within the bid, an Addendum will be emailed stating the change. All addendums must be acknowledged in the "Addendum Acknowledgment" section located on page 20 of this bid packet.

The following must be tabbed and labeled with the corresponding number and may be referenced documentation on the Bid Submittal Form:

1. Company Contacts

Name, address, phone number, fax number, and e-mail address of the person or firm submitting the proposal. Provide the name, title, email address, and contact number for key project managers, officials, and executive staff. Bidder shall also note in this section the company representative who will be the primary contact for the City should the contract be awarded to them.

2. Proof of Insurance and License

Bid Submittal Form and a copy of State of Alabama Contractor's License (if applicable) are required. A certificate of insurance is required to show proof of insurance. Upon award of bid, awarded Contractor will be required to list the City of Foley as an additional insured.

Any exceptions to the terms and conditions of this bid should be included in your proposal under Tab 2.

3. Past Performance (25 points)

- a) Provide a list of firm's disaster debris removal monitoring projects completed within the past ten (10) years and currently ongoing. The City will be particularly interested in projects the firm has managed within the State of Alabama. Provide the name of the public agency, their contact information, name of the event responded to, response time, and dollar value of the event.
- b) Provide a list of any past and present litigation and disputes, licenses sanctions, lost or cancelled accounts and contract denials over the last five years and the resolution or status of each. If none, please make a notation.
- c) Provide a list of any FEMA denials that are associated with the debris removal process that the contractor is aware of.
- d) Prior associations and/or business relationships with the City will be taken into account.

e) Waterway clearing monitoring process, explanation or FEMA denials.

4. Financial Capability (5 points)

- a) Contractor must be able to financially sustain operations until submittal of initial invoice and payment according to the proposed payment terms listed on Page 7.
- b) Contractor must be able to financially sustain operations while managing multiple disaster contracts simultaneously.
- c) Contractor must show a history of satisfactory and timely payment to subcontractors if subcontractors are utilized.
- c) Provide letters of recommendation and payment satisfaction from banks to support the above information

5. Firm Qualifications (25 points)

- a) List and discuss your firm's qualifications to meet the City's objectives and perform tasks listed in the proposal. This shall include the size of the firm, office location from which services will be performed, and staff to be assigned and/or employed for each type of storm event.
- b) Include the number of years of experience the firm has in disaster response and recovery. Contractor and/or predecessors must have at least 5 years of experience in this field; more is preferred.
- c) List the degree of experience and training in all areas of emergency response, management and recovery of key team members who will be deployed under this contract. Provide brief resumes for each team member.
- d) Discuss experience with FEMA and Alabama Emergency Management Agency reimbursement programs and funding procedures.
- e) Provide letters of reference from prior contracts for similar projects and tasks described in this bid. Letters should reference performance of Contractor and successful completion of similar projects.
- e) Provide a dollar figure for each event worked where FEMA/CRC has denied reimbursement based on documentation errors and include the results of any FEMA appeal.

6. Price Structure (20 points)

- a) The primary method of cost evaluation will be based on the reasonableness of hourly rates for staff to be utilized in firm's debris monitoring service.
- b) Include "Monitoring Firm Hourly Rates" sheet found on page 13 of this bid packet.)

7. Equipment/Employee Capability (10 points)

- a) Describe in detail the Automated Debris Management System (ADMS) technology that the Contractor will utilize to log, track and monitor debris including the type of software to be used.
- b) Include detail as to how the Contractor will accomplish training of locally-hired monitors to use the ADMS and to capture the FEMA required documentation, GIS locations and photographs to ensure reimbursement to the City.
- c) List types and quantities of company owned disaster recovery monitoring equipment that includes GIS/GPS functionality (I-Pads or similar items) that would be utilized upon activation for the collection of data.
- d) Provide a statement of reasonable assurance that listed equipment will be available to perform the services for City of Foley.

8. Technical Approach (10 points)

- a) Describe Contractor's approach to mobilization, operational plans, work procedures, safety plan and their data processing system to support the needs and objectives of the City.
- b) Describe Contractor's approach and timeline for hiring and training local monitors.

9. Subcontracting Plan (5 points)

- a) Specify ability to place qualified minority/women/disadvantaged business enterprises on the project if the opportunity exists.
- b) List all current small businesses which are committed to work with your firm and identify those classified as MBE/DBE/WBE
- c) Discuss your firm's commitment to comply with federal requirements concerning DBE participation should this be a requirement of the project.

10. References:

Attach a minimum of three municipality references with contract information for someone familiar with the debris removal process and the subsequent FEMA reimbursement.

11. Other Required Documents:

Include Drug-Free Workplace Form, Anti-Collusion Affidavit, Anti-lobbying Affidavit, FEMA Guidelines and Regulations & E-Verify MOU, etc...

**MONITORING FIRM HOURLY RATES**  
**MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Bid Submitted by: \_\_\_\_\_

(Name of company representative)

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price (All Inclusive - Hourly Rate)</u>
1	Project Manager	HR	
2	Clerical Supervisor	HR	
3	Clerical Staff	HR	
4	Data Manager	HR	
5	GIS/Mapping Analyst	HR	
6	Field Supervisor	HR	
7	Field Debris Monitoring	HR	
8	Fixed Site Monitoring	HR	

<u>Item</u>	<u>Description</u>	<u>Cost</u>
9	Development of a Debris Management Plan	

## **GENERAL INFORMATION:**

### **A. GENERAL REQUIREMENTS**

Any and all bids submitted in compliance with this Invitation to Bid shall be considered, and award will be made to the most qualified, responsible bidder meeting bid specifications as determined by the City of Foley in compliance with Alabama law and Alabama Emergency Management Agency (AEMA), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) regulations and guidelines for debris removal monitoring contracts. As detailed in the attached bid specifications, this bid invitation is for debris removal monitoring services within the City of Foley Right-of-Way limits which comply in all respects with AEMA, FEMA, and FHWA rules, procedures, and guidelines for debris monitoring services. All factors contained in the invitation package will be evaluated in determining the successful bidder, and any omissions of the stated requirements may be cause for rejection of the bid submitted. Awards under this solicitation will be made to responsive, qualified and responsible bidders in consideration of, but not limited to, bid price, expertise/experience of personnel comprising crew(s), type of equipment used, number of personnel available from each bidder, technical approach, and past performance. Prior to award, bidders may be required to provide evidence of responsibility and ability to timely perform the contract work. This may include the requirement to provide written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel designated by the Contractor(s) to be available for this contract.

The City reserves the right to accept or reject any or all bids and to waive any technical errors if, in the City's judgment, the best interest of the City will therefore be promoted. Bidders are expected to examine the specifications carefully; failure to do so will be at the bidder's risk. The bidder cannot secure relief with a plea of error in the bid.

### **B. CONTRACTORS FINANCIAL STATUS**

The contractor shall be able to cover expenses associated with a major recovery monitoring operation prior to the initial payment and between subsequent payments.

### **C. CONFLICT OF INTEREST**

No employee, officer or agent of the City shall have any interest in the award of this contract or the bidder as noted in the City's Purchase Policy adopted through Resolution 19-1207. The award of the contract shall be based solely on the most responsive, qualified and responsible bid.

### **D. COLLUSION**

If there is any reason for believing that collusion exists among the bidders, any and/or all proposals may be rejected. Those participating in such collusion may be barred from submitting bids on the same or other work with the City of Foley.

### **E. INSURANCE COVERAGE & HOLD HARMLESS**

The Contractor will provide proof of insurance with bid response. Upon award of contract, the selected Contractor will provide the City with a current Certificate of Insurance listing the City of Foley as additional insured.

The Contractor shall save and hold the City, State of Alabama, US Government, their respective employees, officials and agents harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever which arise, or are claimed to arise, out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

### **F. CONTRACT PERIOD**

The contract period will begin on the date specified in executed contract and shall extend for a period of one year. Prior to contract expiration and upon a mutual written agreement by the City and the Contractor, the term of the contract may be extended for 2 additional one year terms as bid law allows,

renewable at the end of each consecutive year. If the final contract expiration date falls within hurricane season, it is the City's prerogative to rebid this service prior to contract expiration in order to ensure that there is no change in the Contractor or transition required during hurricane season. If this is accomplished, the final year contract will end when a new contract is in place.

#### **G. TERMINATION OF CONTRACT**

This contract may be terminated at any time for the convenience of the City for any reason. This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or if the Contractor fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract.

#### **H. WARRANTIES AND REPRESENTATIONS**

The contract resulting from this solicitation will be binding upon execution and insures the benefit of the City, or Assigns, and is the whole agreement of the parties and governed by the Law of the State of Alabama. The appropriate venue for any litigation resulting hereunder is Baldwin County, Alabama.

The Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable Federal, State, County, and municipal laws, ordinances, and regulations as well as FEMA policies, procedures and directives. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

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. 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.

#### **I. DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS**

When the Contractor's work does not conform to the contract requirements completely, a deficiency or breach of contract exists. If a deficiency/breach is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

If deficiencies/breaches are identified, the City must take action to correct those deficiencies using one, or in some cases a combination of, the following:

-Stop Unsafe Work. The City's authorized agent (Public Works Street Supervisor) may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

-Issue a Stop Work Order. If the City's authorized agent determines the deficiency is serious, the City can issue a stop work order.

The City's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, the Contractor shall immediately inform the City's authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the City's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

The City may discuss corrective actions with the Contractor to prevent future occurrences. The Contract may be terminated. City reserves the right to any and all remedies should a deficiency or breach be determined. Where the Agreement's total value exceeds \$150,000 and the Contractor is found in breach of any of the terms or conditions of that Agreement, Contractor shall provide liquidated damages in an amount consistent with the Agreement to make the City whole after the project is completed by new contractor or City forces. The Contractor agrees and understands that the City cannot be whole until the project is completed for the awarded bid amount and any additional costs would be part of the liquidated damages. This section is intended to comply with 2 C.F.R. Chapter 2.

The Contractor is responsible for overseeing the debris removal process and ensuring that all debris removed meets FEMA guidelines and is reimbursable. The Contractor is also responsible for the review and validation of all invoices submitted by the debris removal contractor prior to evaluation by the City. If the City finds there is any questionable documentation on tickets for ROW debris, leaners, hangers, or stumps, the ticket shall be removed and no invoice shall be billed to the City for those services. If the ticket passes the City's documentation review and is rejected by FEMA or the CRC and the subsequent appeal is denied for reimbursement, the City shall take measures to recoup the outstanding expenses related to ROW debris, leaners, hangers, or stumps as it deems necessary between the contractor and the monitoring company depending upon the situation.

**J. NOTICES**

At the time of award, the Contractor shall designate, in writing, a Contractor Representative to receive any Notice required hereunder and who shall be available at the local work site in Foley, Alabama, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the City's authorized agent at the time of award.

The only City personnel authorized to receive any Notice required hereunder is the City's authorized agent who will be assigned upon award of bid and reaffirmed upon activation of contract and issuance of Task Order. Said Notice must be hand delivered during normal business hours to the location designated by the City.

**K. ACCEPTANCE OF CONTRACT**

Award of this Contract will be contingent upon the results of a background check of the successful bidder as stated in City of Foley Ordinance No. 1029-08. According to this ordinance, the City of Foley will take criminal histories into account when deciding whether a bidder is qualified to do work for the City.

The Contractor shall provide all the documentation required of this contract within the specified time limit.

The Contractor shall provide the City the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its Employees to the City, State of Alabama, and Federal Government.

The Contractor shall provide proof of Workman's Compensation as required by the State of Alabama.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor in the Bid Schedule.

The awarded bidder must obtain a City of Foley business license within ten (10) days after receiving a notice to proceed/activation following a storm event.

**L. CONTRACT ACTIVATION PROCEDURES:**

The City of Foley shall be authorized under the terms of the contract to activate debris monitoring services in the event of a disaster if the City warrants the need for debris removal activities and the services to monitor those activities. Upon receipt of a Notice to Proceed, the monitoring services contractor will be



required to mobilize its forces within 24 hours. A Task Order Director will be issued upon activation that will describe the assistance necessary to meet the needs of the City and to establish.

The monitoring services contractor must be able to provide the minimum services included in these bid specifications upon activation and must be prepared to place monitoring personnel, including a project manager, in the City within 24 hours of receipt of the Notice to Proceed. The monitoring services contractor shall be responsible for coordinating with the pre-designated City representatives to ensure compliance with the 24 hour mobilization requirement is met.

**M. FEMA POLICY and GUIDANCE**

The monitoring service contractor shall be knowledgeable of and experienced with the FEMA Public Assistance Program and Policy Guide (PAPPG) and able to make informed decisions and recommendations based upon this FEMA policy in order to ensure that daily operations are managed appropriately to prevent FEMA denial of debris related City projects.

**N. TRAINING REQUIREMENT**

The monitoring services contractor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement (if reimbursement is available), and disaster specific information. All training shall meet FEMA and AEMA requirements, and where possible or required by FEMA or AEMA rules or regulations, shall involve personnel from either or both of these agencies. **The bidder must demonstrate in his or her bid documents that all workers will be adequately trained prior to performing any work on the project.**

# BIDDER ACKNOWLEDGEMENT FORM

In addition to the prices provided on the Bid Submittal Form, by initialing below and signing this form, the bidder acknowledges that he or she has attached documentation to demonstrate ability to meet each of the following project requirements:

**Bidder's Initials**

Ability to activate within 24 hours of declared emergency.  
**Confirm documentation attached**

\_\_\_\_\_

Ability to perform services as required by bid specifications.  
**Confirm documentation attached**

\_\_\_\_\_

Ability to activate adequate and properly trained personnel to perform services in compliance with AEMA and FEMA guidelines to ensure reimbursement for debris removal activities, if reimbursement is available.  
**Confirm documentation attached**

\_\_\_\_\_

Record of past performance on other debris removal monitoring services contracts in compliance with AEMA and/or FEMA guidelines.  
**Confirm documentation attached**

\_\_\_\_\_

Financial ability to perform services required if activated by the City under the payment procedures set out in the bid documents  
**Confirm documentation attached**

\_\_\_\_\_

Proof of general and professional liability insurance to cover any damages resulting from services provided by the successful bidder, including any denial of reimbursement due to the actions or inactions of the debris removal services contractor, or from the failure to perform services or complete a project for the City  
**Confirm documentation attached**

\_\_\_\_\_

---

By initialing below and signing this form, the bidder also acknowledges and agrees to each of the following:

**Bidder's Initials**

That the bid submitted meets the bid documents and specifications

\_\_\_\_\_

That, if determined to be the most qualified, responsible bidder, bidder will execute a contract with the City of Foley

\_\_\_\_\_

That the company listed above will respond to any Notice to Proceed within the timeframe and under the procedures set out in the bid documents

\_\_\_\_\_

Signature of Company Representative submitting bid: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT:**

Bidder acknowledges receipt of the following addendums and has incorporated the requirements of such addendums into the bid.

(List all addendums issued for this bid.)

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date

Signature of company representative submitting bid: \_\_\_\_\_

Title: \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with the requirements set forth within the City of Foley's Invitation to Bid for Monitoring Services for **Disaster Debris Removal, Requisition Number GG-081221**, hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
PROPOSER'S SIGNATURE

\_\_\_\_\_  
DATE

**ANTI-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He is the \_\_\_\_\_ of \_\_\_\_\_ attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, 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 bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid 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 bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against \_\_\_\_\_, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

\_\_\_\_\_  
PROPOSER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(TITLE)

Subscribed and sworn to before me,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

County of \_\_\_\_\_, AL

My Commission expires \_\_\_\_\_

**ANTI-LOBBYING AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He is the \_\_\_\_\_ of \_\_\_\_\_ attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees, sub-contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, 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 other award covered by 31 U.S.C. 1352, and
5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, owners agents, representatives, employees, sub-contractors or parties in interest.

\_\_\_\_\_  
PROPOSER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(TITLE)

Subscribed and sworn to before me,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

County of \_\_\_\_\_, AL

My Commission expires \_\_\_\_\_

**FEMA GUIDELINES AND REGULATIONS**

The undersigned vendor in accordance with the requirements set forth within this Disaster Debris Removal & Disposal Request for Proposal, Requisition Number GG-081221, hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Agree to follow all guidance published for debris removal operations, specifically, but not limited to the latest version of the Public Assistance Program and Policy Guide.
2. If the City finds there is any questionable documentation on tickets for ROW debris, leaners, hangers, or stumps, the ticket shall be removed and no invoice shall be billed to the City for those services. The monitoring time associated with the ticket shall be removed as well.
3. If the ticket passes the City's documentation review and is rejected by FEMA or the CRC and the subsequent appeal is denied for reimbursement, the City shall recoup the outstanding expenses as related to ROW debris, leaners, hangers, or stumps between the contractor and the monitoring company equally.
4. No debris shall be picked up in any private or gated subdivisions without prior written approval from the City.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
PROPOSER'S SIGNATURE

\_\_\_\_\_  
DATE

# MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL CONTRACT

***(To be completed upon bid award)***

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the Foley City Council, on behalf of City of Foley, Alabama, hereinafter called the Owner, Party of the First Party, and \_\_\_\_\_, organized and existing under the laws of the State of Alabama, hereinafter called the Contractor, Party of the Second Part.

Contract shall be for the period of **one year from date specified in executed contract** and continuation of contract can only be extended upon request by the City of Foley (for a maximum of 2 additional years) as specified in the bid specification requirements) and mutual agreement of both parties.

*WITNESSETH: That the parties hereto do mutually agree as follows:*

The Contractor shall furnish the materials and perform the work for the:

## ***MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL***

and other work, complete in place with all appurtenances, for the consideration of the unit prices set forth in the Contractor's Bid Proposal for the various items of work and in strict and entire conformity with the provisions of the Contract, and the advertisement and proposal, and the plans and specifications (including special provisions, if any) prepared (or approved) and submitted by the Owner (such as changes to meet FEMA Eligibility requirements), copies of which are hereto attached, and which said plans and specifications and the advertisement and the proposal are hereby made a part of this agreement as fully and to the same effect as if the same has been set forth at length in the body of this Agreement.

FEDERAL PROCUREMENT STANDARDS: Contractors are required to comply with all Federal procurement standards as applicable to Monitoring Services for Disaster Debris Removal performed for the City of Foley and any other terms applicable in the bid contract. Any changes or updates in these standards will be applicable to these services and contract. Should the relevant Federal Agencies require changes remedies, changed conditions, access or records retention, or suspension of work then said conditions will be immediately incorporated into this contract.

The work shall be commenced upon receiving a Notice to Proceed to be issued to the Contractor by the Owner, or its authorized representative, and shall be completed within timeframe specified / ( \_\_\_ working days) after the commencement date stipulated in said work order/Notice to Proceed. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Owner, as liquidated damages, the amount specified in Section 108 of the State of Alabama Standard Specifications for Highway construction, for each working day beyond the required date of completion.

INDEMNITY PROVISIONS: The Contractor shall indemnify and hold harmless the Owner, State of Alabama, Federal Government, including FEMA, and its employees from and against any and all losses, liabilities, expenses, payments, recoveries and judgments, expenses including attorneys' fees, and all claims for damage relating to or arising out of any negligent action or failure to act by Contractor, its subcontractors, officers, agents, and employees of any of the obligations under this Agreement.

DAVIS-BACON ACT: The City of Foley acknowledges the Davis-Bacon Act (relating to prevailing wage rates) does not apply to this contract as referenced in the FEMA guidance PROCUREMENT GUIDANCE FOR RECIPIENTS AND SUBRECIPIENTS, dated June 21, 2016, UNDER 2 C.F.R PART 200 (UNIFORM RULES) SUPPLEMENT TO THE PUBLIC ASSISTANCE PROCUREMENT DISASTER ASSISTANCE TEAM (PDAT) FIELD MANUAL which states that Davis-Bacon is not applicable when work is performed under FEMA's Public Assistance Grant Program.



OPEN TRADE: Section 41-16-5, Code of Alabama (1975): By signing this submittal/contract, the awarded bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.**

**THE CITY OF FOLEY:**

**CONTRACTOR:**

\_\_\_\_\_  
**Ralph Hellmich, Mayor**

\_\_\_\_\_  
**Company Name**

**ATTEST:**

**BY:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

\_\_\_\_\_  
**Kathryn Taylor, City Clerk**

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_ certify that I am a Notary Public for the corporation named as Contractor herein: that \_\_\_\_\_, who signed this Contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation: that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.

\_\_\_\_\_  
NOTARY PUBLIC, ALABAMA

MY COMMISSION EXPIRES: \_\_\_\_\_

(STATE OF ALABAMA)  
(COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public in and for the City of Foley, Alabama, hereby certify that **RALPH HELLMICH** whose name as **MAYOR of THE CITY OF FOLEY**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said entity.

Given under my hand and Official Seal, this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, ALABAMA

MY COMMISSION EXPIRES: \_\_\_\_\_

**ATTACHMENT A – TASK ORDER DIRECTIVE**  
*(To be completed upon Notice to Proceed)*

STATE OF ALABAMA  
COUNTY OF BALDWIN

**TASK ORDER DIRECTIVE NUMBER \_\_\_\_\_**

**UNDER MASTER AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES  
AND OTHER SERVICES RELATED TO DEBRIS REMOVAL  
BETWEEN THE CITY OF FOLEY, ALABAMA AND**

---

**ARTICLE A. PURPOSE**

The purpose of this Task Order Directive (TOD) is to authorize and direct \_\_\_\_\_ (“Consultant”) to proceed with providing certain services as more particularly described in Exhibit "A" which is attached hereto and incorporated herein and made a part of the Master Agreement between the City and the Consultant dated \_\_\_\_\_, 20\_\_\_\_.

**ARTICLE B. SCOPE OF SERVICES**

The specific services to be performed by Consultant pursuant to this TOD are more particularly described and defined in Exhibit "A", which is attached hereto and incorporated herein.

**ARTICLE C. COMPENSATION / EXPENSES**

As compensation for providing the services described by in this TOD, the City shall pay the Consultant in accordance with the provisions of the Master Agreement a sum that shall not exceed a maximum cost of \$ \_\_\_\_\_. Consultant shall invoice City in accordance with the Master Agreement identifying all hours for which services were performed.

**ARTICLE D. CITY REPRESENTATIVE**

Consultant shall keep the City's TOD representative informed of all efforts and progress in regard to services pursuant to this TOD so that work effort can be monitored and coordinated. The City's representative for the services of Consultant pursuant to this TOD is hereby designated as:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

**ARTICLE E. PERIOD OF SERVICE**

Work by the Consultant on all aspects of this TOD shall commence upon the execution by both parties of this TOD. Time for completion shall be \_\_\_\_\_ days.

## **ARTICLE F. MERGER**

This TOD together with any other authorized TODs and the Master Agreement constitutes the entire agreement between the parties in relationship to the services stated herein. All written or oral understandings and agreements between the parties are merged into this agreement. To the extent that any provision of this TOD conflict with the Master Agreement, the terms and conditions of the Master Agreement shall prevail. To the extent there is a direct conflict between any term or condition hereof and Exhibit "A" attached hereto, the provisions of this TOD shall prevail. No representation, warranty or covenant made by any party which is not contained or referred to in the Master Agreement or this TOD has been relied on by any party in entering into this agreement.

## **ARTICLE G. AUTHORIZATION**

This TOD is effective and the Consultant is authorized to commence providing services pursuant to the provisions hereof upon the execution by both parties to this TOD.

## **ARTICLE H. MISCELLANEOUS**

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

- 1) That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- 2) That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- 3) That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- 4) That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
- 5) That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
- 6) That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its

knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.

- 7) That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
- 8) Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

**Final Integration:** This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

**Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

**Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

**Construction:** This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Mandatory and Permissive:** "Shall", "will", and "agrees" are mandatory; "may" is permissive.

**Governing Laws:** The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

**Prohibition on Assignment and Delegation:** No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner

whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases: The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

IN WITNESS WHEREOF the parties hereto each herewith subscribe the same on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**CITY OF FOLEY,**  
A MUNICIPAL CORPORATION

**(CONSULTANT’S COMPANY NAME)**

\_\_\_\_\_  
BY: Ralph G. Hellmich  
ITS: Mayor  
DATE: \_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
DATE: \_\_\_\_\_

STATE OF ALABAMA  
BALDWIN COUNTY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **RALPH G. HELLMICH** whose name as **MAYOR** of the **CITY OF FOLEY**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public.  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, who is named as, is signed to the foregoing document as \_\_\_\_\_ of \_\_\_\_\_, who is known to me, or \_\_\_\_\_, whose identity I proved, and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public.  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT A – TASK ORDER DIRECTIVE  
EXHIBIT “A”**

[Exhibit “A” would include a list that is described in as much detail as possible of all the tasks or projects to be completed by the Debris Monitoring Firm]

**TO PROVIDE ALL REQUIRED DOCUMENTATION.**

- Submit one (1) original and two (2) copies & one (1) electronic copy of bid submittal
- Tab all required documents and label with the corresponding number listed in Bid Submission Requirements section.
- Bid Submittal Form (Hourly Rate Price Sheet)
- Bidder Acknowledgement Form
- Addendum Acknowledgement Sheet
- Drug-Free Workplace Form
- Anti-Collusion Affidavit
- Anti-Lobbying Affidavit
- FEMA Guidelines and Regulations