



INVITATION TO BID
MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL
Requisition No. GG-062618
Proposal Submission Deadline – 5:00 P.M. ON June 26, 2018

SUBMIT ONE (1) ORIGINAL AND TWO (2) COPIES OF BID SUBMITTAL

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

GENERAL INFORMATION:

I. GENERAL REQUIREMENTS

Oral, telegraphic, or telephonic proposals or modifications will not be considered. The City reserves the right to reject any and all bids and to waive any technical defects. The contact person for this bid is Rachel Keith - office number (251) 970-2418. The bid must be notarized. All bids must be completed in ink. Bids submitted in pencil will not be accepted. 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.

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. Failure to submit the required contract within the 10 days will be considered a withdrawal of the bid, and the bid will be awarded to the next lowest bidder at the City's discretion.

II. METHOD OF PAYMENT

All purchases must follow the policies and procedures of the City of Foley Purchasing Department.

III. 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 16-1331. The award of the contract shall be based solely on the most responsive, qualified and responsible bid.

IV. 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.

V. BONDING AND INSURANCE

Prior to signing of contract, contractor agrees to furnish the City with all applicable certificates of insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements.

The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the City in an amount not less than the estimated event cost for any and/or all events within 10 days of receiving the Notice to Proceed. The cost of said bond premiums will not be an additional cost to the City. Any changes in maximum amount will be approved by the City. A payment and performance bond equal to the estimated event cost for any and all events, if approved by Council, is required within 10 days of receiving a Notice to Proceed. The contractor shall be able to cover expenses associated with a major recovery monitoring operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance.

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 out of or be in any manner connected with, 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.

VI. CONTRACT PERIOD

The contract period will begin on 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 additional years as bid law allows, renewable at the end of each consecutive year.

VII. 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 otherwise 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.

VIII. WARRANTIES AND REPRESENTATIONS

This contract is binding upon and insures to 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 the Alabama Court, 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.

IX. 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 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, whether by Contractor, surety, 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.

X. 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 City, 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. Said Notice must be hand delivered during normal business hours to the location designated by the City.

XI. ACCEPTANCE OF CONTRACT

The Contractor shall provide all the documentation required as per specified for BONDING AND INSURANCE of this contract within the specified time limit, and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this 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 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.

INSTRUCTIONS TO CONTRACTORS AND INSURERS

NOTE: THE CITY OF FOLEY MUST BE LISTED AS ADDITIONAL INSURED FOR THE FOLLOWING:

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.

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.

BID SPECIFICATIONS

INTRODUCTION

Due to the natural disasters in Alabama, the City of Foley is seeking to have pre-event debris removal monitoring services contracts available to monitor and ensure the proper execution and quality assurance of debris removal activities necessary as a result of a disaster within the City. Therefore, the City has developed this bid offering to award contracts 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:

- (1) all debris removal performed within the City is done properly and expeditiously
- (2) all debris removal activities are eligible for reimbursement, where reimbursement is available and
- (3) 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 debris removal monitoring services 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 names, contact information, and program areas of appropriate City and debris removal services contractor personnel.

SERVICES ACTIVATION PROCEDURES

The City of Foley shall be authorized under the terms of the contract to activate the contract in the event of a disaster in the City warranting the need for debris removal activities and services to monitor those activities. The monitoring services contractor will be required to activate its forces within 24 hours of receipt of the Notice to Proceed to provide the needed assistance as set out in the City's Notice to Proceed. Once activated, the monitoring services contractor shall provide the services set out in these bid specifications to the extent necessary to meet the needs of the City.

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 written Notice to Proceed. **Each bidder shall include with his or her Bid Submittal Form complete and adequate contact information for transmitting the Notice to Proceed to the monitoring services contractor.** Project communication contacts for the City shall be detailed in the Notice to Proceed delivered by the City. The monitoring services contractor shall be responsible for coordinating with these designated City representatives to ensure compliance with the 24 hour mobilization requirement is met.

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. Proof of training shall be provided to the City when responding to a Notice to Proceed. **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.**

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. Project Manager: Contractor shall provide a Project Manager 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 each event. The Project Manager shall attend meetings, provide for daily progress reports as well as dispatch and manage all clerical and field personnel/supervisors where necessary. The Project Manager shall remain the same throughout the duration of the project, unless the City deems otherwise. ***The project 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.***
- b. 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 given a Notice to Proceed, the Contractor shall begin preparation for mobilization immediately and be fully operational as soon as weather allows.
- c. Daily Meetings: Contractor shall coordinate daily briefings, work progress, staffing, and other key items with the City and the Debris Removal Contractor.
- d. Temporary Debris Storage and Reduction Site (TDSRS) Selection and Permitting: Contractor shall select and permit any TDSRS locations as necessary. Monitoring contractor must have personnel posted at these sites if they are utilized.
- e. Scheduling: Contractor shall schedule, coordinate, and manage all work with contractor and the City on a daily basis.
- f. 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 state, local, and federal requirements.
- g. Monitoring Debris Removal Contractor Operations: Contractor shall be responsible for the management and oversight of all operations of the debris removal contractor to ensure quality, accuracy, and compliance with all

requirements of reimbursing agencies. Contractor shall make recommendations to ensure all work meets FEMA and AEMA eligibility requirements.

h. 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...

i. 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.

j. 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.

k. **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.**

l. Review of Debris Removal Invoices: Contractor shall review and validate all invoices submitted by the debris removal contractor prior to evaluation by the City.

m. 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 the following:

2 CFR 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – Most Current
44 CFR	Emergency Management and Assistance – Most Current
FEMA 321	Public Assistance Policy Digest- January 2008
FEMA 322	Public Assistance Guide- June 2007
FEMA 323	Applicant Handbook- March 2010
FEMA 325	Debris Management Guide- July 2007
FEMA 327	Debris Monitoring Guide- October 2010 and

Project Manager

The monitoring services contractor shall have a project manager assigned to the City of Foley at the time of contract activation and shall provide the City with adequate contact information regarding this person at its initial response to the Notice to Proceed. **The bidder must demonstrate in his or her bid documents that he or she will be able to assign a project manager to the City at the time of responding to a Notice to Proceed and that 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

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.

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
- (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.

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.

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 30 days. After the initial 30 day period expires, the monitoring services contractor shall be entitled to payment for the first 30 days of 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 billing cycle for Month 1 (first 30 day period)
- Monitoring services contractor submits bill to the City for first 30 day period on the first day of Month 2 with the same procedure for subsequent months during the project
- The City remits payment for Month 1 within two weeks of receiving the bill for Month 1 if satisfactory work has been performed
- Process continues until work is completed and payments are complete

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 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. Submitted proposals will be evaluated on firm qualifications and experience, resource availability, references and cost of services.

The City will consider the following evaluation factors (of which cost is only one factor) of the received proposals. 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.

1. Past Performance - 20%
 - a. Provide list of firm's disaster debris removal monitoring projects completed within the past 10 years (include all projects within the State of Alabama) that are the same or larger to the magnitude for this Invitation to Bid, including the public agency, their contact information, FEMA contacts, name of the project, and dollar value.
 - b. Disputes, Litigation and Resolution including: Past and Present litigation and disputes, Licenses Sanctions, Lost or Cancelled Accounts and Contract Denials.
2. Financial Capability - 20%
 - a. Financial Resources and Capabilities
 - b. Ability of prospective contractor to continue to proceed until funding becomes available
 - c. Previous financial handling of multiple contracts in multiple disasters
 - d. Invoicing program
 - e. History of satisfactory payment procedures of subcontractors
3. Qualifications of the Contractor and Staff - 15%
 - a. Number of years of experience in disaster response: company and/or predecessors must have at least 5 years of experience in this field; more preferred
 - b. Degree of experience in all areas of emergency response, management and recovery
 - c. Experience with FEMA reimbursement programs and funding issues
 - d. Proof of satisfactory or better performance on contracts of similar scope and size: references and letters of reference must verify successful completion of similar projects
 - e. Experience of key team members in area identified under experience of prospective contractor: identify senior and project management
 - f. Education and experience of prospective contractor personnel: provide brief resumes
4. Price Structure: Reasonableness of Service Fees - 20%
 - a. The primary method of cost evaluation will be based on the hourly rates for debris monitoring service.
5. Corporate Offices - 10%
 - a. Response and Mobilization Time/Access to the City by Key Contractor Staff/Equipment
6. Technical Approach - 5%
 - a. The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the City of Foley.
 - b. Proposer's existing maintenance, repair, parts and resource programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.
7. Equipment Inventory (Capability) - 5%
 - a. List types and quantities of company-owned disaster recovery monitoring equipment to include GIS/GPS enabled monitoring equipment. Provide a statement of reasonable assurance that listed equipment will be available to perform the services for City of Foley.
 - b. Equipment owned vs. leased.
8. Subcontractor Placement: Certified M/WBE Firms - 5%
 - a. Specify ability to place qualified Minority/Women Owned Business Enterprises.
 - b. Provide letters of availability of M/WBE Subcontractors

BID SUBMISSION REQUIREMENTS

All submissions containing insufficient data will be disqualified. To be considered, **submit one (1) original and two (2) complete copies in an 8 1/2" by 11" format.** 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. **Proposals will be received by the City until 5:00 p.m. on Tuesday, June 26, 2018.**

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.
2. Bid Submittal, Bond, Insurance, and License: Bid Submittal Form, Bid Bond, Proof of Insurance, and a copy of State of Alabama Contractor's License (if applicable).
3. Financial Capability: a.) Provide aggregate bonding capacity, single bonding capacity, and other available funding b.) Provide bonding agency rating c.) Provide documentation of the financial handling of multiple disaster contracts in multiple disasters d.) Provide letters of recommendation and payment satisfaction from banks and bonding agencies to support the above information
4. Past Performance: a.) Provide a list of firm's disaster debris removal monitoring projects completed within the past ten (10) years (include all projects within the State of Alabama) that are the same or larger to the magnitude for this Invitation to Bid, including the public agency, their contact information, FEMA contacts, name of the project, response time, and dollar value b.) Provide a list of any disputes, Litigation and Resolution including: Past and Present litigation and disputes, Licenses Sanctions, Lost or Cancelled Accounts and Contract Denials – If none, please make a notation.
5. Contractor Qualifications: a.) List and discuss 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 the service is being performed, and nature of staff and equipment to be employed for each type of storm event – include the physical location of equipment to be deployed b.) Include the number of years of experience in disaster response and recovery c.) List experience and training level of key team members who will be deployed under this contract – provide brief resumes for each team member d.) Discuss experience with FEMA and State Agency reimbursement programs and funding procedures e.) Provide client's letters of satisfactory or better performance on contracts of similar scope and size

6. Equipment Capability: a.) List types and quantities of company-owned disaster recovery monitoring equipment (classify each as owned or leased) b.) Provide a statement of reasonable assurance that listed equipment will be available to perform the services for City of Foley
7. Debris Removal Monitoring Plan: a.) Prepare and discuss your firm's technical approach and debris removal monitoring plan applicable for the scope of work b.) Include mobilization and response time, anticipated number of staff for each role listed on bid submittal form (include other roles, if necessary), operation plan, work procedure, safety plan, and data processing procedures.
8. Subcontracting Plan: a.) Specify ability to place qualified minority/women/disadvantaged business enterprises 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
9. References: Attach Minimum three letters of reference from past clients
10. Other Required Documents: Include Drug-Free Workplace Form, Anti-Collusion Affidavit, Anti-lobbying Affidavit, W-9 Immigration Act Compliance & E-Verify, etc...

BID SUBMITTAL FORM

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 (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	

In addition to the above-stated bid prices, by initialing below and signing this Bid Submittal 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
Identify documentation attached _____

Ability to perform services as required by bid specifications
Identify 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
Identify documentation attached _____

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

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

Ability to post a payment and performance bond at the time of execution of the contract as required in the bid documents
Identify documentation attached _____

By initialing below and signing this Bid Submittal 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, he will execute a contract with the City of Foley _____

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

That the bidder will provide all bonding in the amounts and at the times required 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: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Name of Contractor)

(Address)

as Principal, and _____ of _____
(Name of Surety) (Address)

as Surety, are held and firmly bound unto

CITY OF FOLEY

as Obligee, in the full and just sum \$10,000 lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL

The condition of this obligation is such that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a formal Contract and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed ten thousand (\$10,000.00) dollars. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, sealed, and delivered _____
(DATE)

(Name of Contractor's Firm)

Witness as to Principal: _____ BY: _____

COUNTERSIGNED: _____

(Name of Surety) BY: _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

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-062618**, 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.

_____ (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.

_____(SEAL)

_____(TITLE)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

County of _____, AL

My Commission expires _____

CONTRACT FOR CONSTRUCTION
MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL
(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 timeframe 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:

John E. Koniar, Mayor

ATTEST:

Kathryn Taylor, City Clerk

CONTRACTOR:

Company Name

BY: _____

Printed Name: _____

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 **JOHN E. KONIAR** 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: _____

LABOR AND MATERIALS BOND
(To be Completed Upon Bid Award)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____, as Principal, and _____ as Surety, are held and firmly bound unto said City of Foley, hereinafter called the Obligee, in the penal sum of (estimated at time of Notice to Proceed _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (Hereinafter called the Contract) for

MONITORING SERVICES FOR DISASTER DEBRIS REMOVAL

which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all subcontractors to whom any portion of the work in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fee incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions, and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one (1) year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The principal and Surety hereby designate and appoint _____, Mayor, City of Foley, State of Alabama, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

SIGNED, SEALED, AND DELIVERED this _____ day of _____, 20_____.

(Individual Principals Sign Here)

BY: _____ (SEAL)

_____ (SEAL)

WITNESSES:

(Corporate Principal Sign Here)

BY: _____

(Surety Sign Here)

ATTEST:

WITNESS:

BY: _____

COUNTERSIGNED:

BY: _____

INSTRUCTIONS

1. The full Christian name and residence of each individual party to the bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the bond must be executed under the Corporate Seal of each party attested by its secretary or other appropriate officer.
4. The date of the bond must not be prior to the date of the Contract.

PERFORMANCE BOND
(To be Completed Upon Bid Award)

KNOW ALL MEN: That we

(Insert here the name and address or legal title of the Contractor)

hereinafter called the Principal, and _____

(Insert here the name and address or legal title of one or more Sureties)

_____ and

_____ and

hereinafter called the Surety or Sureties, are held and firmly bound unto City of Foley, hereinafter called the Owner in the sum of _____ Dollars (\$.) for payment hereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____ entered into a Contract with the Owner for **Monitoring Services for Disaster Debris Removal** which agreement is by reference made a part hereof.

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said Surety or Sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

SIGNED, SEALED, AND DELIVERED this _____ day of _____, 20_____.

(Individual Principals Sign Here)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)

(Corporate Principal Sign Here)

ATTEST:

BY: _____

(Surety Sign Here)

WITNESS:

BY: _____

COUNTERSIGNED:

BY: _____



(TO BE PROVIDED UPON BID AWARD)

You may be aware that the Alabama Legislature enacted a new law on immigration during its 2011 Regular Session (Act No. 2011-535). Section 9 of the Act requires that as a condition of an award of a contract with a state or local government entity, the business entity “shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such, by sworn affidavit signed before a notary.” Said affidavit shall also include the entity’s Employment Eligibility Verification User Identification Number as evidence of enrollment in the E-Verify program and will continue to participate in the E-Verify program for the entire term of said contract, grant, or incentive it has with the City of Foley.

The City of Foley is required to comply with the provisions of the new Alabama Immigration Law (the Act). Compliance requirements for municipalities in Alabama became effective January 1, 2012. The requirements flow down to all contractors, vendors, and grantees doing business with the City and employing one or more employees. ***To comply with the new Act, the City requires the following information be provided by you prior to award of contract:***

1. PROVIDE your entity/company’s information on the enclosed Affidavit of Alabama Immigration Compliance (Affidavit);
2. If you do NOT employ one or more employees, complete Part I of the Affidavit.
3. If you DO employ one or more employees and are required to comply with this new law, complete Part II of the Affidavit.
4. PROVIDE your entity’s E-Verify Employment Eligibility Verification User Identification Number in Part II of the Affidavit;
5. If required to comply and not currently enrolled in E-Verify, go to the E-Verify Home Page to initiate enrollment. E-Verify is a program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portal/site/uscis>
6. EXECUTE, HAVE NOTARIZED and RETURN the completed Affidavit to the following address:

City of Foley
Attn: Accounts Payable
P.O. Box 1750
Foley, AL 36536

We regret any inconvenience or burden that these requirements place on you and your business or organization. However, all municipalities in Alabama are mandated to comply with the new Alabama Immigration Law. If you wish to continue doing business with the City of Foley, you must comply and submit a completed Affidavit.

If we can assist in any way, please contact us at 251-943-1545. We appreciate your cooperation regarding this matter.

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

The signed Affidavit must be notarized.

In compliance with Sections 31-13-9 of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or the owner of a business entity or employer and notarized. Please complete Part I if you do NOT employ one or more employees or Part II if you DO employ one or more employees.

Company Name	
Company Representative	(Please Print Name)
Address	
City, State, & Zip Code	

PART I – (Complete if you do NOT employ one or more employees and notarize below.)

I certify in my capacity as _____ for the above noted business entity that said entity does not employ one or more employees. I further certify that should my status change and I am required to comply, I will submit all required documents to the City of Foley. I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

PART II – (Complete if you DO employ one or more employees and notarize below.)

As a condition of the above-referenced Entity/Company's receipt of any contract, grant, or incentive from, by or with the City of Foley, Alabama, the undersigned, as such officer, agent or representative of said Company, after being first duly sworn, states as follows:

1. That said Company will not knowingly employ, hire for employment, or continue to employ an unauthorized alien.
2. That said Company has enrolled in, is currently participating in, and will continue to participate in the "E-Verify" program run by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security for the entire term of said Company's performance under any contract, grant, or incentive it has with the City of Foley, Alabama.
3. The undersigned further represents that, should said entity/company employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Foley, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama 1975, in a form substantially similar to this affidavit.

Entity's E-Verify Employment Eligibility Verification User Identification Number is: _____

I have read this Affidavit and swear and affirm that it is true and correct.

Signature of Affiant

NOTARY SECTION

State of _____:
County of _____:

Sworn to and subscribed before me this _____ day of _____, 20____. I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public
My Commission Expires: _____

Please execute, have notarized, and return to the City of Foley, P.O. Box 1750, Foley, AL 36536.

BID CHECKLIST: (THIS LIST MAY NOT BE ALL INCLUSIVE – IT IS THE BIDDERS RESPONSIBILITY TO PROVIDE ALL REQUIRED DOCUMENTATION.)

- ☐ Submit one (1) original and two (2) copies 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)
- ☐ Addendum Acknowledgement Sheet
- ☐ Bid Bond
- ☐ Drug-Free Workplace Form
- ☐ Anti-Collusion Affidavit
- ☐ Anti-Lobbying Affidavit