

REQUEST FOR PROPOSAL DOCUMENT

RFP Project # 2100



Sunset Capital of Alabama™

FOR DISASTER DEBRIS MONITORING, MANAGEMENT & CONSULTING SERVICES

**TOWN OF DAUPHIN ISLAND
1011 Bienville Boulevard
Dauphin Island, Alabama 36528**

JEFF COLLIER, MAYOR

December 1, 2020

REQUEST FOR PROPOSAL

DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTANT SERVICES

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SECTION A

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **SUBMISSION OF PROPOSAL:**

- a) Proposals will be opened immediately after the proposal submittal date and time by the Town of Dauphin Island, 1011 Bienville Boulevard, Dauphin Island, Alabama, 36528. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Town Clerk, Dauphin Island, Alabama. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. Town Staff will evaluate the proposals received, based on responsiveness to the evaluation criteria, and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the Town. Proposer must furnish a reference list of at least three (3) customers for whom they have performed similar services and must provide information as specified in Section D.
- e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the Town to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail/email or fax) to the Town of Dauphin Island and received no later than the deadline specified in Section B. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The Town will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Town of Dauphin Island will be unable to respond to questions received after the specified deadline.

3. DESCRIPTION OF SUPPLIES/SERVICES:

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF THE TOWN OF DAUPHIN ISLAND IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of Town under Alabama law, the Town specifically reserves the following:

a) Town of Dauphin Island reserves the right to rank firms and negotiate with the highest ranking firm. Negotiation with an individual proposer does not require negotiation with others.

b) Town of Dauphin Island reserves the right to select the proposal that it believes will serve the best interest of the Town of Dauphin Island.

c) Town of Dauphin Island reserves the right to reject any or all Proposals.

d) Town of Dauphin Island reserves the right to cancel the entire Request for Proposal.

e) Town of Dauphin Island reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.

f) Town of Dauphin Island reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.

g) Town of Dauphin Island reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. Each proposal submitted shall be evaluated by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the Town, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any

other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation of proposal may be requested of any firm at the Evaluation Committee's discretion.

8. CONFLICT OF INTEREST:

a) The Proposer represents that it presently has no interest and shall acquire no interest either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Proposer further represents that no person having any interest shall be employed for said performance.

b) The Proposer shall promptly notify the Town's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the Proposer may undertake and request an opinion of the Town as to whether the association, interest, or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Proposer. The Town agrees to notify the Proposer of its opinion by certified mail within thirty (30) days of receipt of notification by the Proposer.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

10. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted.

11. PROPOSALS FROM RELATED PARTIES/MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principals thereof, which have a direct or indirect ownership interest in another proposer for

the same contract or in which a parent company or the principals thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Alabama apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders, and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), E-verify, and OSHA as applicable to this contract.

13. COLLUSION:

The Proposer, by affixing his signature to this proposal, agrees to the following: “Proposer certifies that his/her proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

14. RIGHT TO AUDIT:

Town of Dauphin Island reserves the privilege of auditing a vendor’s records as such records relate to purchases between Town of Dauphin Island and said vendor. Records should be maintained three (3) years from the date of final payment.

15. TOWN INDEMNIFICATION:

- a) The contractor shall indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the Town from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect, or misconduct of the said contractor; or by or on account of any claim or amounts recovered under the “Workers’ Compensation Law” or of any other laws, by-laws, ordinance, order, or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the Town.
- b) The successful proposer(s) agrees to indemnify the Town and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the Town.

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

17. CERTIFICATE OF INSURANCE:

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

18. PAYMENT/INVOICES

The proposer must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful proposer is responsible for immediately notifying the Inspection Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made, in arrears.

19. CANCELLATION:

- a) Town of Dauphin Island reserves the right to cancel a resulting contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel.
- b) Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Town.
- c) In addition to all other legal remedies available to Town of Dauphin Island, Town of Dauphin Island reserves the right to cancel and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the Town of Dauphin Island.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the Town shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the Town.

20. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

The selected contractor shall perform the resulting contract. No assignment or subcontracting shall be allowed without prior written consent of the Town. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Town within thirty (30) calendar days of the Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate a contract, which shall not be unreasonably exercised by the Town, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the Town awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this agreement.

21. LOBBYING:

Lobbying of Evaluation Committee members, Town of Dauphin Island employees, or elected officials regarding request for proposals, request for qualifications, bids, or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid, or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Town Council and shall be prohibited until either an award is final or the protest is finally resolved by the Town Council; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Town Clerk's Office to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid, or contract through direct or indirect, oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid, or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The Town reserves the right to request additional services relating to this agreement from the contractor. When approved by the Town as an amendment to this agreement and authorized in writing, the contractor shall provide such additional services as may become necessary.

23. ADD/DELETE LOCATIONS/SERVICES:

The Town reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the Town's sole option, at any time after award as been made as may be deemed necessary or in the best interests of the Town. In

such case, the contractor(s) will be required to provide such services to this contract in accordance with the terms, conditions, and specifications.

24. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the Town, signed by the successful proposer, and presented to the Town Council and Mayor for approval and signature.

25. PROTEST PROCEDURE:

1.

a) *Proposal Protests.* Any actual or prospective bidder/proposer, who is allegedly aggrieved in connection with the issuance of a proposal package or pending award of a contract, may protest to the Town Council.

b) *Requirements to Protest.*

1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 12:00 pm (CST) on the fifth full business day after issuance of the proposal package.

2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 12:00 pm (CST) on the fifth business day after the posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

3) A formal written protest is considered filed with the Town when the Town Council receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the proposer.

c) *Sole Remedy.* These procedures shall be the sole remedy for challenging an award of proposal. Proposers are prohibited from attempts to influence, persuade, or promote a proposal protest through any other channels or means. Such attempts shall be cause for suspension.

d) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

e) *Authority to Resolve.* The Council shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 4:00 pm (CST) on the fifth business day after the filing thereof.

f) Review of Council Decision.

1) The protesting party may request a review of the Council decision by delivering written request for review of the decision to the Council by 4:00 pm (CST) on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the proposer deems relevant to the issues raised in the request for review.

2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the Inspection Department, the Council shall immediately cancel or revise the solicitation or award as deemed appropriate.

3) If it is determined that the solicitation or award should be upheld, the Council shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 pm (CST) on the fifth full business day. The decision shall be final and conclusive as to the Town unless any further action is taken or a party commences action in court.

2. *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION B

SPECIAL CONDITIONS

1. OBJECTIVE:

It is the intent of the Town to obtain proposals from qualified firms to establish a contract for Disaster Debris Monitoring Management and Consultant Services.

2. PROPOSAL REQUIREMENTS:

Each proposal should contain the following at a minimum. Proposer must also address detailed requirements as specified in Section E, Scope of Work.

- a) A written narrative describing the method or manner in which the proposer proposes to satisfy requirements of the Scope of Work.
- b) A description of the proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also include the reference information requested in Section D.
- c) The fee(s) for services as outlined in the Scope of Work.

3. EVALUATION CRITERIA:

Following is the criteria that will be used by the Town to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the Town to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, Scope of Work.

4. PRICING/PERIOD OF CONTRACT:

The contract shall be for a period of three (3) years from the date of execution of the agreement.

5. OPTION OF RENEWAL:

The contract may be renewed subject to written notice of agreement from the Town and successful proposer for two (2) additional **twelve (12)** month periods beyond the primary contract period. This option shall be exercised only if all prices, terms, and conditions remain the same and approval is granted by the Town Council.

6. PRE-PROPOSAL CONFERENCE:

There will be no Pre-Proposal Conference

7. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in four (4) **copies** with the "Original" clearly marked.

8. ITEMS TO BE RETURNED WITH PROPOSAL:

- a. Section D - Vendor References
- b. Section E - Required Submittal
- c. Section F - Proposal Signature Page

d. Section G - Addendum Acknowledgment

9. **TIME LINE:**

Following is a listing of actions and anticipated dates; the Town reserves the right to change the dates, if necessary.

Advertising & Publishing RFP December 1, 2020

Proposal Submittal Date January 15, 2021 - 1pm (CST)

SECTION C INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. **MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS**

A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the Town (1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the Town, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the Town reserves the right to request physical evidence of this coverage by requesting the policy declaration page.

(1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.

(2) Comprehensive General Liability Insurance, including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000.00 each occurrence; and property damage of not less than \$1,000,000.00 each occurrence. (Combined Single Limits of not less than \$1,000,000.00 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage unless otherwise stated by exception herein. General Liability Insurance shall be \$1,000,000 combined single limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate minimum.

- (3) Comprehensive Automobile and Truck Liability, covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000.00, each occurrence, for bodily injury including death, and property damage of not less than \$1,000,000.00 each occurrence. (Combined Single Limits of not less than \$1,000,000.00 each occurrence, will be acceptable unless otherwise stated). Coverages shall be on an “occurrence” basis, such insurance to include coverage for loading and unloading hazards.
 - (4) Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000.00 per occurrence, if occurrence form is available; or claims made form with “tail coverage” extending three (3) years beyond completion and acceptance of the PROJECT with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, CONSULTANT may submit annually to the TOWN a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the Town by certified mail to: Town of Dauphin Island, 1011 Bienville Boulevard, Dauphin Island, Alabama 36528. Contractor shall also notify the Town, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against the Town for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the Contractor.
 - (3) The term “Town” shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the Town and individual members, employees thereof in their official capacities, and/or while acting on behalf of the Town of Dauphin Island.
 - (4) Town of Dauphin Island shall be endorsed to the required policy or policies as an additional insured. The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by the Town to any such future coverage, or to the Town’s Self Insured Retention’s of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the Town.

SECTION D

VENDOR REFERENCES

DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES
THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL
MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY
NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____

PART TIME _____

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS
CONTRACT: _____

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE
PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. _____
Company

Address

Telephone/Fax

Contact

2. _____
Company

Address

Telephone/Fax

Contact

3. _____
Company

Address

Telephone/Fax

Contact

*Attach additional sheets as necessary.

SECTION E

SCOPE OF WORK

A. SCOPE OF WORK:

DEBRIS MANAGEMENT, DEBRIS LOADING SITE MONITORS, REDUCTION/DISPOSAL SITE MONITORS AND ROVING DEBRIS MONITORS

1.0 GENERAL

- 1.1 Town of Dauphin Island requires the support of contract debris monitors following a debris-generating event such as a hurricane, storm, or other event and debris management expertise. The contract monitors are necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way, and in-use Town owned/maintained public property, monitoring the debris management sites, as well as roving debris monitors, to assure that the debris management plan and contracts are effectively and efficiently implemented. Town of Dauphin Island will assign a Debris Manager (DM). The Debris Manager will be the primary point of contact for the CONTRACTOR and will resolve contract administration issues and disputes. The debris manager is to provide assistance to the Public Works Department.
- 1.2 Within 48 hours of notification, the Contractor shall provide adequate number of professionals and qualified personnel to monitor approximately all debris loading sites and debris management sites along with associated roving debris monitors. The Contractor will be required to increase its staffing from this point depending on the severity of the debris managing event. At the discretion of the Debris Manager, the Contractor may be required to replace any debris monitor. As part of this proposal, the Contractor must indicate and explain how they plan to supply adequate personnel to meet the needs of the Town.
- 1.3 The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, state, and local requirements.
- 1.4 The Contractor will provide debris monitors with the means to communicate (cell phone, satellite phone, radio, etc.) with their supervisor or the Debris Manager as may be necessary. Contractor supervision is responsible for resolving issues with truck drivers, and other contractor's personnel.

- 1.5 The Contractor will provide temporary office space and temporary sanitary facilities as necessary.

2.0 LOADING SITE MONITORING SERVICES

- 2.1 The primary function of the Loading Site Monitors is to issue debris load tickets for eligible debris cleared.

- 2.2 Contractor shall, within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at all debris loading sites located throughout the Town of Dauphin Island. Additional sites may be added as debris removal efforts increase. Each loading site may operate, approximately 12-14 hours per day, seven (7) days per week. Exact number and location of loading sites may be determined by Debris Manager in coordination with the debris removal contractor.

*** Monitoring Sites:** Contractor may have Loading Site Monitors stationed at designated “Control Points” chosen and coordinated with the debris removal contractor the day before beginning work. The “Control Points” must be kept to a minimum and be located at a safe site along the primary haul road to the designated debris management site. The Contractor must be prepared to provide a minimum of two (2) Loading Site Monitors to be stationed at each “Control Point”. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection to be valid. The volume of debris hauled will be estimated at the debris management site by the Debris Management Site Monitor.

- 2.3 Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within the Town of Dauphin Island.
- 2.4 Contractor must be prepared to provide a Loading Site Monitor per site per day at a minimum of a 12-14 hour shift. Contractor must provide personnel with transportation to and from loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.
- 2.5 All Loading Site Monitors must speak English, be a minimum of eighteen (18) years of age and have a valid driver’s license issued in the United States.

- 2.6 Supervisors and all identified Loading Site Monitors must attend a ½ day debris monitor training session. Training will be the responsibility of the Contractor and must be approved by the Town.
- 2.7 Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

3.0 DEBRIS MANAGEMENT SITE MONITORING SERVICES

- 3.1 The primary function of the Debris Management Site Monitors is to complete the load ticket and estimate volumes that have been transported to the debris management site for processing or storage, and/or disposal.
- 3.2 Contractor must provide Debris Management Site Monitors with transportation to and from the debris management sites and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.
- 3.3 Monitors must speak English, be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.
- 3.4 Monitors must be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 3.5 Supervisors and all identified Debris Management Site Monitors must attend a ½ day debris monitor training session. Training will be the responsibility of the Contractor and must be approved by the Town.

4.0 ROVING DEBRIS MONITOR SERVICES

- 4.1 The function of the Roving Debris Monitor is to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in the Town of Dauphin Island.
- 4.2 Contractor shall provide at least one (1) monitor for each debris pickup zone to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate a minimum of 12 to 14 hours per day, seven (7) days per week.
- 4.3 Contractor must provide Roving Debris Monitors with transportation, mobile communications equipment, all safety equipment, digital cameras,

video cameras, and other equipment necessary to perform the roving debris monitoring functions.

- 4.4 All Roving Debris Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- 4.5 Supervisors and all identified Roving Debris Monitors must attend a one half (½) day debris monitor training session. Training will be the responsibility of the Contractor and must be approved by the Town.
- 4.6 Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.
- 4.7 Roving Debris Monitors must be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.

5.0 DEBRIS MANAGEMENT CONSULTING SERVICES

- 5.1 The qualified individual must have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal. The Contractor will provide, if requested by the Town, the services of an experienced professional (consultant) to assist the Town in the operations and coordination of all activities associated with the Debris Management. The Contractor may be requested to assist the Town Council in the development of a document to either prequalify debris removal contractors or assist the Town with the effort to preposition a debris removal contractor. The Contractor may be requested to assist the Town with updating the Town's Debris Management Plan to ensure the Plans' compliance with the National Incident Management System and any other requirement set for by the Department of Homeland Security. The Contractor shall assist the Town with obtaining the Plans approval by FEMA. The Contractor may be requested to assist the Town in estimating the quantity of debris generated which will require removal. Should the Town elect to use the method of prequalifying debris removal contractors, the Contractor may be requested to assist the Town in preparing an emergency bid immediately following the debris generating event. Emphasis on management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.
- 5.2 The Consultant shall report to the Debris Manager or Deputy Debris Manager. The Consultant shall perform work as assigned which may include, but not be limited to, review of plans and procedures, drafting task orders, work plans and daily reports, audit of Debris Removal Contractor efforts and operations, disposal site location with right-of-

entry, hold harmless, environmental review, and other documentation, develop information for public dissemination on debris removal, reduction, and disposal, and other duties as assigned.

- 5.3 The Debris Manager will issue a task order to mobilize the Contractor to provide the Consultant. The Consultant shall be available at all times to the Debris Manager. The Debris Manager will establish the service requirements and length of time those services are needed based on the needs of the Town.

6.0 OPERATIONAL REQUIREMENTS

- 6.1 General Operating Procedures: The Town may hire a Contractor(s) to remove and transport disaster debris from the public access roadways, rights-of-way, and public property within the Town of Dauphin Island to designated debris management/disposal sites. Each load of eligible debris shall be tracked using a multi-page load ticket. The Town may provide the load tickets to be used. The following guidance provides the basic procedure for completing the load tickets. Revised procedures, if necessary, may be established by the Debris Manager and shall be followed by the Contractor in lieu of the following procedure.

- 6.2 Load Tickets Section 1:

The Debris Loading Site Monitor will be responsible for completing his/her applicable section of the load ticket. The Loading Site Monitor will retain one (1) copy of the load ticket and give the remaining copies to the truck driver. The Debris Loading Site Monitor will maintain a log that contains the information required in Section 7.2 of this Scope of Work.

- 6.3 Load Tickets Section 2:

The Debris Management Site Monitor is responsible for completing the remaining sections of the load ticket. The Debris Management Site Monitor will verify that all required information is completed by the Loading Site Monitor. After verifying that Section 1 is complete, the monitor in the inspection tower will make an estimate of the volume of debris contained in the truck or trailer in cubic yards. Each truck or trailer will have the measured size in cubic yards recorded on the side of the truck or trailer. That number should be validated with the volume stated in Section 1.

The Debris Management Site Monitor will indicate the name of the debris management site, arrival time of the truck, and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket and the Debris Management

Site Monitor will print his/her name and sign the designated block. The Debris Management Site Monitor will retain one (1) copy of the load ticket and give the remaining copies to the truck driver. The Debris Management Site Monitor's copy will be turned in to their supervisor at the end of each day. **These are controlled forms and must not be duplicated. The original load ticket must be presented for payment.** The Debris Management Site Monitor will maintain a log that contains all the information required in Section 7.4 of this Scope of Work.

6.4 Operational Requirements of Roving Debris Monitor(s):

6.4.1 The Roving Debris Monitor(s) will provide oversight of all debris removal and disposal operations provided by the debris removal and disposal contractor.

6.4.2 The Roving Debris Monitor(s) will be the "eyes and ears" in the field for the Debris Manager. Therefore, their observations and reports must be backed up with digital photographs and video as necessary.

6.4.3 The Roving Debris Monitor(s) is/are expected to make multiple visits to all loading sites and debris management sites on a random daily basis.

7.0 REPORTING

7.1 The Loading Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Debris Manager not later than 9:00 am (CST) the following day. Also by 9:00 am (CST), the contractor will provide reports concerning progress in a format designed by the Town.

7.2 The Loading Site Monitors will also maintain a log that contains the following information:

- a) Debris "Control Point" or loading site location
- b) Loading Site Monitor's Name
- c) Supervisor's Name
- d) Number of Load Tickets issued during the shift
- e) Starting Load Ticket number and Ending Load Ticket number
- f) Any problems encountered or anticipated

7.3 The Debris Management Site Monitor will turn in their copy of the load tickets to their supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Debris Manager not later than 9:00 am (CST) the following day.

- 7.4 The Debris Management Site Monitors will maintain a log that contains the following information:
- a) Debris Management Site location
 - b) Debris Management Site Monitor's name
 - c) Supervisor's name
 - d) Truck/trailer number and volume of debris hauled into the site
 - e) Cumulative total of debris delivered at the site during the shift
 - f) Any problems encountered or anticipated
 - g) Grids cleared and number of passes completed
- 7.5 The Roving Debris Monitor(s) will be responsible for completing the Debris Loading Site Monitoring Checklist provided by the Debris Manager. Report will be submitted to immediate supervisor on a daily basis.
- 7.6 The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. Supervisors will keep Debris Manager informed of situations that impact the execution of the debris removal contract.
- 7.7 The supervisor will collect all written reports and provide them to the Debris Manager by 9:00 am (CST) the following day.
- 7.8 The Contractor will provide debris monitors with the means to communicate (cell phones, satellite phones, radios, etc.) with their supervisor or the Debris Manager as may be necessary. Contractor supervision is responsible for resolving issues with truck drivers and other contractors' personnel.

8.0 SAFETY

- 8.1 All contractor personnel must wear required safety equipment whenever on a debris management site. The following are mandatory: hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.
- 8.2 The contractor will maintain a telephonic contact list at each loading site and debris management site of the Contractor's supervisor, Debris Manager, nearest fire, police, and emergency medical facilities.
- 8.3 The Contractor will ensure that Contractor personnel adhere to all debris management site safety requirements.

9.0 OTHER CONSIDERATIONS

- 9.1 The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 9.2 The Contractor must be duly licensed in accordance with federal, state, and local statutory and regulatory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits and/or licenses shall be submitted to the Debris Manager before commencing work.
- 9.3 The Contractor shall be responsible for correcting any notices of violations issued as a result of Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Town.
- 9.4 The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include, but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on Town by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors, or any other persons, corporations, or legal entities retained by the Contractor under this contract.
- 9.5 The Contractor must attend all meetings required by the Debris Manager to evaluate performance of all monitors or to discuss any open contract issues.
- 9.6 The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.

10.0 PAYMENT

- 10.1 Project Manager. The unit price must be at the Contractor's standard billing rate.
- 10.2 Supervisors. The unit price must be at the Contractor's standard billing rate.
- 10.3 Loading Site Monitor. The unit price must be at the Contractor's standard billing rate.

- 10.4 Debris Management Site Monitor. The unit price must be at the Contractor's standard billing rate.
- 10.5 Roving Debris Monitor. The unit price must be at the Contractor's standard billing rate.
- 10.6 Debris Management Consultant. The unit price must be at the Contractor's standard billing rate.
- 10.7 All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits.
- 10.8 Mileage. An all inclusive mileage rate is to be used which will cover fuel, maintenance, repairs, insurance, etc. No additional charges are to be billed. The Town will not pay for rental cars.

11.0 EVALUATION CRITERIA

Each proposal submitted shall be evaluated and ranked by an evaluation committee, per the evaluation criteria listed below:

<u>Criteria</u>	<u>Weight</u>
<p>Experience of the firm</p> <p>Evaluate on the number of years experience in relevant business area.</p> <p>Experience with Debris Management Plan Development</p> <p>Experience with the National Incident Management System</p> <p>Number of similar projects.</p> <p>Background in handling similar size of project</p> <p>Degree of experience in hurricane debris</p> <p>Experience with FEMA programs and funding issues.</p> <p>Work experience with Municipalities and Government entities.</p>	<p>1.5</p>
<p>Project management team credentials</p> <p>Assurance of dedicated project team.</p> <p>Experience of key consulting team members in area identified above.</p> <p>Education, professional licenses, relevant experience.</p>	<p>1.5</p>
<p>Credentials of Consulting Team</p> <p>Experience of key consulting team members in areas identified above.</p> <p>Education, professional licenses, relevant experience.</p>	<p>1.5</p>

<p>Ability to respond timely with adequate resources Demonstrate ability to respond in similar projects. Demonstrate adequate resources to support this and all current commitments.</p>	1.5
<p>Responsiveness to RFP Responsiveness to each requirement in the RFP Provide insight to needs of project through submitted proposal. Provide creative alternatives that meet the intent of the scope of work in this solicitation.</p>	1.5
<p>Price Evaluated and ranked per Purchasing procedures.</p>	1.5
<p>Performance on similar recent contracts Provide contacts on all recent (five years) contingent and active contracts for similar work. Proof of satisfactory or better performance on contracts of similar scope and size.</p>	1.0

**DEBRIS LOADING SITE MONITORS, DEBRIS REDUCTION/DISPOSAL SITE
MONITORS AND ROVING DEBRIS MONITORS**

FEE SCHEDULE FORM

ITEM	DESCRIPTION	VOLUME	UNIT OF ISSUE	UNIT PRICE
1.	Project Manager	each	Standard hourly rate	\$
2.	Supervisors	each	Standard hourly rate	\$
3.	Debris Monitors	each	Standard hourly rate	\$
4.	Loading Site Monitor	each	Standard hourly rate	\$
5.	Debris Management Site Monitor	each	Standard hourly rate	\$
6.	Roving Debris Monitor	each	Standard hourly rate	\$
7.	Debris Management Consultant	each	Standard hourly rate	\$
8.	Mileage	per mile		\$
9.	Other Direct Costs	Per diem is to be included in hourly rates above.		

CONTRACTOR

By: _____

Date: _____

(Mailing Address)

Federal Tax ID#: _____

The following documents must be provided along with the Fee Schedule:

- Project Approach.
- Past experience monitoring field operations.
- List of references.
- Certificates of Insurance as required in RFP.
- List of company officials.
- Additional services.

SECTION F INSTRUCTIONS FOR SUBMITTING PROPOSALS

DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Town of Dauphin Island Town Clerk, 1011 Bienville Blvd., Dauphin Island, AL, 36528 by the date and time indicated on the cover sheet.

Proposals shall be submitted in **one (1) original and three (3) copies.**

VENDOR NAME: _____

VENDOR ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

REQUIRED ENTRY

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

SECTION G ADDENDUM ACKNOWLEDGEMENT FORM

DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has/have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

SECTION H

NO BID STATEMENT

Note: If you do **not** intend to submit a proposal on this requirement, please return this form immediately. *Thank you.*

Town of Dauphin Island
Town Clerk
1011 Bienville Boulevard
Dauphin Island, Alabama 36528

We, the undersigned have declined to submit a proposal for RFP Project No _____.
DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES

- _____ Specifications too “tight”, i.e. geared toward a brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request for Proposal.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond Requirement.
- _____ Specifications unclear (explain below).
- _____ Unable to meet Insurance Requirements.
- _____ Remove us from your “Notification List” altogether.
- _____ Other (specify below).

REMARKS:

We understand that if the “No Proposal” letter is not executed and returned, our name may be deleted from the Notification List of the Town of Dauphin Island.

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the Town of Dauphin Island, a political subdivision of the State of Alabama hereinafter referred to as the “Town”, represented by its Town Council and _____ hereinafter referred to as the “Contractor”.

WITNESSETH:

WHEREAS, Town has previously determined that it has a need for DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES, and

WHEREAS, Town, after soliciting competitive proposals for such services pursuant to the Town of Dauphin Island Request for Proposal, (hereinafter Request for Proposal or RFP), Town has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the Town with DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.

3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon a Notice to Proceed and continue for a period of three (3) years, unless cancelled or terminated as provided herein. This Contract may be renewed, by written agreement of the parties for TWO (2) additional TWELVE (12) month period(s) after the initial contract period. This option shall be exercised only if all discounts/prices, terms and conditions remain the same, and approval is granted by the Town Council.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the Town. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the Town within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the Town, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the Town awarding a contract to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. The Town reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Town.

In addition to all other legal remedies available to the Town, Town reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Town.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the Town shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the Town.

7. Compensation. As compensation for the Contractor providing services to the Town as described herein, the Town shall pay the Contractor in arrears, based on the submission of invoices for work done and the approval of said invoices by the Town Council.

8. Permits/Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this contract.

9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract.

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the Town from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor, or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the Town. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Alabama shall govern this Agreement.

13. Severability. The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

14. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:

- a. Town of Dauphin Island Request for Proposal and all of its addenda and attachments issued on _____; and
- b. Contractor's Certificate of Insurance required in Section C of the Request for Proposal; and
- c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES as of the day and year first written above.

TOWN OF DAUPHIN ISLAND, ALABAMA
by and through its Town Council

CONTRACTOR

Jeff Collier, Mayor

President (Signature)

President (Printed Name)

ATTEST:

By: _____
Wanda Sandagger, Town Clerk

[Corporate Seal]

APPROVED AS TO FORM
SUBJECT TO PROPER EXECUTION:

ATTEST:

Office of the Town Attorney

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:

Office of the Town Attorney