

**Request for Proposals
Disaster Debris Monitoring & Consulting
Services**

RFP No. 2018-007



**CITY of MOBILE
PUBLIC WORKS DEPARTMENT**

Proposals Due: 4:00 pm, May 15, 2018

REQUEST FOR PROPOSALS

DISASTER DEBRIS MONITORING AND CONSULTANT SERVICES

Table of Contents

Section A	General Conditions of Request for Proposal	3
1	Objective	3
2	Submission of Proposal	3
3	Written Request for Interpretations/Clarifications	3
4	Costs incurred by Proposers	4
5	Oral Presentations	4
6	Withdrawal of Proposal	4
7	Late Proposal of Modifications	4
8	Local, State and Federal Compliance Requirements	4
9	Collusion	4
10	City Indemnification	5
11	Payment/Invoices	5
12	Cancellation	5
13	Assignment/Subcontracting/Corporate Acquisitions and/or Mergers	5
14	Non-Exclusive Contract	6
15	Add/Delete Locations/Services	6
16	Protest Procedure	6
17	Evaluation Criteria	6
18	Pricing/Period of Contract	6
19	Proposal Submittal Copies	7
20	Items to Be returned with Proposal	7
21	Time Line	7
Section B	Insurance and Bonds	7
Section C	Scope of Work	8
1	General	8
2	Project Management	9
3	Loading Site Monitoring Services	9
4	Debris Management Site Monitoring Services	10
5	Roving Debris Monitoring Services	10
6	Operational Requirements	11
7	Safety	11
8	Other Considerations	12
Section D	Evaluation Criteria	13
Section E	Sample Agreement	14
Exhibit A	Proposal Submission Documents	

SECTION A. GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. OBJECTIVE:

It is the intent of the City to obtain proposals from qualified firms to establish a contract with the best qualified firm for monitoring the removal of debris generated by a disaster event. The contract will be awarded prior to the occurrence of a disaster event and be implemented at the discretion of the City at the time of any disaster event during contract period.

2. SUBMISSION OF PROPOSAL:

(a) Proposals will be accepted until 4:00 P.M. May 15, 2018 by the City of Mobile Procurement Department, 4th Floor, South Tower, Room 405S 205 Government Street, Mobile, AL 36644.

(b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, delivered to City of Mobile Procurement Department, Room 405S, 205 Government Street, Mobile AL, 36644. 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 and content requirements set in Exhibit A. City Staff will evaluate the proposals received, based on responsiveness to the evaluation criteria, and based on the information being provided on the required sequence. No bid or performance bond is required. Proposals will consist of the following components:

- (1) Signature Page
- (2) Addendum Acknowledgement Page
- (3) References from at least four customers for whom they have performed similar services.
- (4) Fee structure
- (5) Project Approach Narrative – how you intend to perform the work to include any technology or best practices you will include.
- (6) Experience Narrative to Include: Company background, resumes of key personnel
Company resources, Summary of representative previous responses.
- (7) Subcontractor/Major Supplier Plan

(d) Vendor is advised that exceptions to any of the terms contained in this RFP or the attached service sample service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Vendor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

3. 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 by e-mail to Purchasing@CityofMobile.org no later than 4:00

pm, May 8, 2018.. 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 City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

4. **COSTS INCURRED BY VENDORS:**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Vendor(s). No payment will be made for any responses received, or for any other efforts required of, or made by the Vendor(s). No payment will be made for any responses received, or for any other effort required of, or made by the Vendor(s) prior to contract commencement.

5. **ORAL PRESENTATIONS:**

The City may request an oral presentation of any proposal at the City's sole discretion.

6. **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 will be accepted.

7. **LATE PROPOSALS 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 of the proposal submitted will be accepted.

8. **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Alabama apply to any purchase made under this Request for Proposal. Vendors shall comply with all local, state, and federal directives, order, and laws as applicable to this proposal and subsequent contracts(s) including by not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract. Vendors certify by submission of a proposal that they have not and will not use Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining and Federal contract, grant, or any other award covered by 31 USC Section 1352.

9. **COLLUSION**

The Vendor, by affixing his signature to this proposal, agrees to the following: "Vendor certifies that his 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."

10. **CITY INDEMNIFICATION:**

(a) The Consultant shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City 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 Consultant; 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 Consultant; 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 City.

(b) The successful proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason or any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

11. **PAYMENTS/INVOICES:**

The vendor 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 vendor is responsible for immediately notifying the City of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payments will be made, in arrears.

12. **CANCELLATION:**

(a). The City of Mobile reserves the right to cancel a resulting contract without cause by giving thirty (30) days prior notice to the Consultant in writing of the intention to cancel or with cause if at any time the Consultant fails to fulfill or abide by an to the terms or conditions specified.

(b). Failure of the Consultant 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 City.

13. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The selected Consultant shall perform the resulting contract, but may employ subcontractors with the consent of the City. All proposals shall include the completion of a subcontractor and major plan (see Exhibit A). The City encourages the use of disadvantaged business enterprises when subcontractors are employed. In the event of a corporate acquisition and/or merger, the Consultant shall provide written notice to the City with thirty (30) calendar days of the consultant's notice or such action or upon the occurrence of said action, whichever occurs first.

14. **NON-EXCLUSIVE CONTRACT:**

Award of a contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. There may not be an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such actin to be in the City's best interest. In the case of multiple term contracts, this provision shall apply separately to each term.

15. **ADD/DELETE LOCATIONS/SERVICES:**

The City reserves the right to unilaterally add or delete locations/services, either collectively or individually at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Consultant(s) will be required to provide such services to this contract in accordance with the terms, conditions and specifications.

16. **PROTEST PROCEDURE**

(a) Proposal Protests:

Any actual or prospective bidder/vendor, who is allegedly aggrieved in connection with the issuance of the proposal package or pending award of a contract, may protest to the City Attorney.

(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 5:00 p.m. 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 5:00 p.m. 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.

17. **EVALUATION CRITERIA:**

Section D indicates the criteria that will be used by the City to evaluate and score responsive and qualified proposals. Vendors shall include sufficient information to allow the City 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 vendor, per the evaluation criteria.

18. **PRICING/PERIOD OF CONTRACT:**

The contract shall be for a period of three (3) years from the date of execution of the agreement. Please see Section E for a sample contract document.

19. **PROPOSAL SUBMITTAL COPIES:**

Proposals shall be submitted one original and one electronic copy.

20. **TIME LINE:**

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

(a)	Advertising and Publishing RFP	04-16-2018
(b)	Deadline for Questions/Clarifications	05-08-2018
(c)	Proposal Submittal Date	05-15-2018

SECTION B. INSURANCE AND BONDS

The successful Consultant, at time of contract award, shall furnish proof of Worker's Compensation coverage, Automobile Liability Coverage and Comprehensive General Liability Insurance. No bond is required.

Consultant shall take out and maintain during the life of the contract the following:

(a) Worker's Compensation – Employers Liability Insurance

Statutory – amount of coverage as required by law of the place in which the work is performed.

(b) Comprehensive – General Liability Insurance

(1) Public Liability including premises, products, and complete operations.

Bodily injury liability

\$500,000 – each person

\$1,000,000 – each occurrence

(2) Property damage liability

\$500,000 – each occurrence

Or, in lieu of 1 and 2 above,

(3) Bodily injury and Property Damage combined

\$1,000,000 – single limit

(c) Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles

(1) Bodily injury liability

\$250,000 – each person

\$1,000,000 – each occurrence

(2) Property damage liability

\$500,000 – each occurrence

Or, in lieu of a and b above,

(3) Bodily injury and property damage combined

\$1,000,000

SECTION C. SCOPE OF WORK

1. GENERAL:

(a) The City of Mobile requires the support of a Contractor to provide debris management expertise and to supply debris monitors following a debris-generating event such as a hurricane, storm, or other event. The contract monitors are necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met. This work includes monitoring the debris removal from public access roads, rights-of way, and public property. This work also requires monitoring of the debris management sites, as well as roving debris monitors, to assure that the debris management plan contracts are effectively and efficiently implemented, as well as compliance with all state, federal and local requirements in effect at the time services are performed.

(b) Within 48 hours of notification, the Contractor shall provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris disposal sites along with associated roving debris monitors. The Consultant will be required to increase its staffing from this point depending on the severity of the debris-managing event. At the discretion of the City the Consultant may be required to replace any debris monitor. As part of this proposal, the Consultant must indicate and explain how they plan to supply adequate personnel to meet the needs of the City.

(c) 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.

(d) The Consultant will provide debris monitors with the means to communicate (cell phone, satellite phone, radio, etc.) with their supervisor and appropriate city personnel. Consultant supervision is responsible for resolving issues with truck drivers, and other Contractor's personnel.

(e) The Consultant will provide temporary office space and temporary sanitary facilities as necessary.

(f) The Contractors shall 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. Proposals must demonstrate the Vendor's ability to properly document all activities as required herein.

(g) For purposes of proposal pricing, the City plan provides for Contractor staffing in the following specific position areas, but the City recognizes Contractor may suggest other positions.

(1) Project Manager

(2) Field Monitor Supervisors

(3) Field Monitors – Loading Site, Debris Management Site, and Roving

- (4) Safety supervisors
- (5) Clerical support

2. **PROJECT MANAGEMENT.** The monitoring services Consultant shall have a project manager assigned to the City at the time of contract activation and shall provide the activating county with adequate contact information regarding this person at its initial response to the Notice to Proceed. The Vendor must show that Vendor will be able to assign a project manager to an activating county 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. The manager shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA, FEMA, and FHWA related issues. Additionally, the project manager shall perform, at a minimum, each of the following duties:

- (a) 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,
- (b) remain on site during all work hours throughout the length of the project,
- (c) schedule and coordinate daily monitoring services with both the debris removal contractor and designated City personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities,
- (d) provide documents and estimates to assist the City in planning and executing the debris removal activities,
- (e) attend and participate in meetings and press conferences with designated City personnel as determined necessary by the City,
- (f) oversee and supervise all activities of the monitoring services contractor, including field workers, throughout the project,
- (g) regularly communicate with designated City staff to keep the City informed of all aspects of both the debris removal activities and monitoring activities,
- (h) provide input to the City to improve efficiency of collection and removal of debris,
- (i) 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.

3. **LOADING SITE MONITORING SERVICES:**

- (a) The primary function of the Loading Site Monitors is to issue debris lead tickets for eligible debris cleared.
- (b) Contractor shall, within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at all debris leading areas located throughout the City. Each loading site may operate, at a minimum, approximately 12 -14 hours per day, 7 days per week. Exact number and location of loading sites may be determined by the City through coordination with the debris removal Consultant.
- (c) 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 City of Mobile.

(d) Contractor must be prepared to provide a Loading Site Monitor for each such site each 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.

4. DEBRIS MANAGEMENT SITE MONITORING SERVICES:

(a) The primary function of the Debris 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.

(b) Contractors must provide Debris Management Site Monitors and necessary Supervisors with transportation to and from the debris management sites and mobile communications equipment necessary to remain in contact with dispatch and supervisors(s) at all times, logistics support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.

(c) Monitors must be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States.

(d) Monitors must speak English, must be capable of working in an outside environment, and be able to climb a staircase ladder 10 feet high.

(e) Supervisors and all identified Debris Management Site Monitors must attend a ½ day debris monitor training session. Training will be the responsibility of the Consultant and must be approved by the City.

5. ROVING DEBRIS MONITORING SERVICES:

(a) The function of the Roving Debris Monitor is to verify that only eligible debris is being removed by the debris removal contractor from designated public rights-of-way and public property within assigned debris pickup zones in the City of Mobile.

(b) Consultant 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 – 14 hours per day, 7 days per week.

(c) Consultant must provide Roving Debris Monitors with supervision, transportation, mobile communication equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform safely the roving monitoring functions.

(d) All Roving Debris 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.

(e) Supervisors and all identified Riving Debris Monitors must attend at ½ day debris monitor training session. Training will be the responsibility of the Consultant and must be approved by the City.

(f) Roving Debris Monitors must speak English, must be capable of working in an outside environment, and be able to climb a staircase ladder 10 feet high.

6. OPERATIONAL REQUIREMENTS:

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

(b) Load Tickets: The Debris Site 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.

(c) The Debris 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 Site Monitor will print his/her name and sign the designated block. The Debris Site Monitor will retain one (1) copy of the load ticket and give the remaining copies to the truck driver. The Debris Site Monitor's copy will be turned in to his/her 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 Site Monitor will maintain a log that contains all the information required in Section 6 (a) of this Scope of Work.

(d) Operational Requirements of Roving Debris Monitor(s). The Roving Debris Monitor(s) will provide oversight of all debris removal and disposal operations provided by the debris removal and disposal Contractor. 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. 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.

(e) Reporting. The Debris Site Monitors will maintain a log that contains the following information:

- (1) Debris Site Location
- (2) Debris Site Monitor's name
- (3) Supervisor's name
- (4) Truck/trailer number and volume of debris hauled into the site
- (5) Cumulative total of debris delivered at the site during the shift
- (6) Any problems encountered or anticipated
- (7) Grids cleared and number of passes completed

7. SAFETY:

(a) All Consultant 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.

(b) The consultant will maintain a telephonic contact list at each loading site and debris management site of the Consultant's supervisor, City, nearest fire, police, and emergency medical facilities.

(c) The Consultant will ensure that Consultant's personnel adhere to all debris management site safety requirements.

(d) The Consultant shall provide a Safety Manager to ensure that all safety requirements are adhered to by monitoring personnel.

8. OTHER CONSIDERATIONS:

(a) The Consultant shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Consultant's personnel and equipment is the responsibility of the Consultant. Additionally, the Consultant shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

(b) The Consultant must be duly licensed in accordance with federal, state, and local statutory and regulatory requirements to perform the work. The consultant shall obtain all permits necessary to complete the work. The Consultant 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 City before commencing work.

(c) The Consultant shall be responsible for correcting any notices of violations issued as a result of Consultant'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 City.

(d) The Consultant shall be responsible for paying any and all costs associated with violations of law or regulation relative to Consultant'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 the City 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 Consultant, its subcontractor, or any other persons, corporations, or legal entities retained by the Consultant under this contract.

(e) The Consultant must attend all meetings required by the City to evaluate performance of all monitors or to discuss any open contract issues.

(f) The Consultant must provide sufficient personnel and management to assure the policies and procedures of work meet the requirements and intent of this contract.

(g) The Consultant shall adhere to the requirements of the Stafford Act.



SECTION D. EVALUATION CRITERIA:

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

Criteria	Weight
<p>Experience of the Firm</p> <ul style="list-style-type: none"> • Evaluate on the number of years’ experience in relevant business areas • Number of similar projects • Background in handling similar size of project • Degree of experience in hurricane debris • Experience with FEMA programs and funding issues 	8
<p>Project Management Team Credentials</p> <ul style="list-style-type: none"> • Assurance of dedicated project team • Experience of key consulting team members in area identified under Experience of firm • Education, professional licenses, relevant experience 	12
<p>Credentials of Consulting Team</p> <ul style="list-style-type: none"> • Experience of key consulting team members in areas identified under experience of firm • Education, professional licenses, relevant experience 	10
<p>Ability to respond timely with adequate resources</p> <ul style="list-style-type: none"> • Demonstrate ability to respond in similar projects • Demonstrate adequate resources to support this and all current commitments 	20
<p>Responsiveness to RFP</p> <ul style="list-style-type: none"> • 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 	10
<p>Price</p> <ul style="list-style-type: none"> • Consistency with Market Pricing and Comparative with Other Proposals 	25
<p>Performance on similar recent contracts</p> <ul style="list-style-type: none"> • Provide contracts on all recent (five years) contingent and active Contracts for similar work • Proof of satisfactory or better performance on tracts for similar scope and size 	15
TOTAL	100

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SECTION E. SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2015, by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter referred to as the “City”, represented by its Mayor, and _____ Hereinafter referred to as the “Consultant”.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for proposal, RFP No. 175-2015-1 (hereinafter Request for Proposal or RFP), City has awarded this contract to Consultant; and

WHEREAS, Consultant has represented that it is able to satisfactorily provide the services according to the terms and conditions for 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 Consultant hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND 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.

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4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Consultant shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Consultant shall provide written notice to the City within thirty (30) calendar days of Consultant's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.
6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Consultant of the intention to cancel, or with cause if at any time the Consultant fails to fulfill or abide by any terms or conditions specified. Failure of the Consultant 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 City of Mobile.
7. Compensation. As compensation for the Consultant providing services to the City as described herein, the City shall pay the Consultant in arrears, based on the submission of invoices for work done.
8. Permits/License. Consultant must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Consultant 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 Consultant must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract.

[Type text]

11. Indemnification. Consultant shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City 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 Consultant, 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, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The first ten dollars (\$10.00) of compensation received by the consultant represents specific consideration for his 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 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. Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.
15. Boycotts. By signing this contract, Contractor 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.
16. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:

[Type text]

- a. The City of Mobile's Request for Proposal and all of its addend and attachments issued on _____, 2015; and
- b. Consultant's Certificate of Insurance required in Section C of the Request for Proposal; and
- c. Consultant's Proposal. If you keep this, be sure your proposal is completely and accurately filled out in an unambiguous manner.

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 MINITORING AND CONSULTING SERVICES pursuant to RFP No. 2018-007 as of the day and year first written above.



EXHIBIT A

PROPOSAL SUBMISSION DOCUMENTS



INSTRUCTIONS FOR SUBMITTING PROPOSALS

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 the title of the proposal. Proposals are to be submitted to: City of Mobile, Procurement Department, Room 405S, 4th Floor, South Tower, 205 Government Street, Mobile, AL 36644 by 4:00 P.M May 15, 2018. Proposers shall submit one (1) original and one electronic copy. Proposers may use these forms or may generate a similar document with the required information.

SIGNATURE PAGE

Vendor Name: _____

Vendor Address: _____

Telephone: _____

Fax: _____

Email Address _____

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: _____

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes _____ No _____

If "Yes," please attach a separate page indicating those exceptions or clarifications.



ADDENDUM ACKNOWLEDGEMENT

Please acknowledge receipt of addenda for this RFP by signing and dating below:

Addendum No.	Signature/Printed Name	Date Received



VENDOR REFERENCES. Please provide the below background information and contact information for at least 4 references for whom you have previously performed similar contract services.

Your Company Name: _____

1. _____
Company/Government Entity

Point of Contact (Name, Title, Email & Phone)

Name of Disaster Event / Dates

2. _____
Company/Government Entity

Point of Contact (Name, Title, Email & Phone)

Name of Disaster Event / Dates

3. _____
Company/Government Entity

Point of Contact (Name, Title, Email & Phone)

Name of Disaster Event / Dates

4. _____
Company/Government Entity

Point of Contact (Name, Title, Email & Phone)

Name of Disaster Event / Dates



FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or form to indicate it at the applicable unit rate.

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate		
2	Debris Monitor Supervisor	Each	Standard hourly rate		
3	Debris Monitors	Each	Standard hourly rate		
4	Safety Manager	Each	Standard hourly rate		
5	Clerical Support	Each	Standard hourly rate		
6	Other Direct Costs				
7	Mileage		Per mile		N/A
<ul style="list-style-type: none"> All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling changes, overhead, and profits 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. Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor is notified that its services are needed 					

COMPANY NAME: _____

Signature: _____

Name and Title: _____

Date: _____



ADDITIONAL NARRATIVE DOCUMENTS:

Project Approach Narrative – Please describe how you intend to perform the work to include any technology or best practices you will employ, and algorithm that will determine your staffing.

Experience Narrative to Include:

- Company background,
- Resumes of key personnel
- Company resources,
- Summary of representative previous responses

Please attempt to be concise in the narrative documents.

Subcontractor/Major Supplier Plan. See the following pages. Please complete and include with your proposal package.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised “good faith efforts” to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in “good faith” to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don’t have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the “good faith effort” documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About “**DBEs**”: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About “**Good Faith**” **Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. Since this may result in increased risk and expense, the City expects that cost to be factored into your bid/proposal. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The “good faith effort” factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

E-mail/Phone: _____



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

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 205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount \$ _____ Date: ____/____/____

Description _____

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (<input type="checkbox"/>)	NO (<input type="checkbox"/>)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Suggestions or comments to improve this program. _____
