



Issue Date: March 27, 2018

Pre-Proposal Conference will not be held

Bid Due Date: April 23, 2018 @ 3:00 p.m. local time

REQUEST FOR PROPOSAL

DISASTER DEBRIS MONITORING

RFP NO. PWWM-180069-DH

Purchasing Representative:
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City of Gainesville
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**CITY OF GAINESVILLE
REQUEST FOR PROPOSALS FOR
DISASTER DEBRIS MONITORING**

SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES

RFP#: PWWM-180069-DH

**April 23, 2018
(Due Date)**

A. INTRODUCTION/BACKGROUND

The City of Gainesville (hereafter "City") is requesting proposals from qualified providers of Emergency Debris Monitoring Services, in accord with all statutes and rules issued by the Federal Emergency Management Agency ("FEMA"). Gainesville will score and rank the contractor proposals, and recommend that City Commission enter into a contractual agreement with the highest ranked contractor. By submitting a response to this proposal, a proposer agrees to be the contractor if awarded.

The City seeks to establish contractual arrangements with at least one (1) primary and up to three (3) additional qualified firms, hereinafter referred as Contractor(s), to provide management services and technical assistance in regard to the monitoring of disaster debris collection on an as-needed basis. The contractual period shall be for four (4) years, with an option for four (4) one (1) year renewals. The City reserves the right to award more contracts if in its best interest.

B. RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	March 27, 2018
Pre-Proposal Conference	N/A
Deadline for receipt of questions	April 16, 2018
Deadline for receipt of proposals	April 23, 2018 (3:00 p.m. local time)
Evaluation/Selection process	Week of April 30, 2018
Oral presentations, if conducted	Week of May 14, 2018
Projected award date	June 7, 2018
Projected contract start date	TBD

C. PROPOSAL SUBMISSION

One original and 3 copies (a total of 4) of the complete proposal must be received by April 23, 2018 at 3:00 p.m. local time at which time all proposals will be publicly opened. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville
General Government Purchasing
200 East University Avenue, Room 339
Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 7:00 a.m. and 6:00 p.m., local time, Monday through Thursday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 3:00 p.m. (local time), April 23, 2018 will not be considered and will be returned unopened.

Both the Technical Proposal and the Price Proposal (Attachment B), if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, the Proposals must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

D. PRE-PROPOSAL CONFERENCE – WILL NOT BE HELD

E. CONTACT PERSON

The contact person for this RFP is Diane Holder at (352) 334-5021 or email holderds@cityofgainesville.org in Purchasing. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

F. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

I. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

J. ORAL PRESENTATION

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

K. EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

L. TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFP) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this RFP (even if in a separate envelope)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If proposer believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, proposer must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by proposer is/are correct and/or accurate. The City will notify proposer if a public records request is received and proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary proposer agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by proposer to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Proposer acknowledges and agrees that all information in proposer's proposal (not including information in section L) will be disclosed, without any notice to proposer, if a public records request is made for such information.

Please be advised that proposer's proposal, including the information submitted in a separate envelope in accordance with the requirements set forth in this Section L, will be distributed to the Evaluation Committee members, City staff and City Contractors to allow proposer's entire proposal, including the information submitted in a separate envelope, to be evaluated and considered for award of this Contract. The entire contents of Proposer's proposal, including the information submitted in a separate envelope, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the City will notify Proposer and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.

M. DISCRIMINATION PROHIBITION

No person shall, on the grounds of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity, be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ.

N. FEDERALLY REQUIRED CLAUSES

This procurement shall conform in all respects to the *Federally Required Clauses* including, but not limited to, the clauses found in Attachment A.

O. PUBLIC ENTITY CRIMES.

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

P. TIE BIDS.

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Coin toss

Q. DRUGFREE WORKPLACE.

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

SECTION II – SCOPE OF SERVICES

A. SCOPE

1. General

Proposals are being solicited for a Contractor to provide disaster management, recovery, and consulting services to support the oversight of debris removal contractors. The Contractor shall be capable of supervising, monitoring and documenting, in accordance with the most current FEMA guidelines, the collection, temporary staging and final disposal of debris generated by any type of disaster. Other services that may be required will include damage assessment, training, emergency planning, infrastructure restoration and the ability to communicate with local, state or federal agencies to maximize any funding or reimbursement services. The Contractor will:

- Provide disaster monitoring services of all City debris.
- Obtain permitting of temporary debris storage & reduction sites.
- Provide and set up truck scales at temporary debris storage & reduction sites.
- Schedule work for all monitors on a daily basis.
- Hire, manage and coordinate all field staff.
- Perform record keeping of all debris quantities.
- Provide updates for news media as required.
- Certify all contractor equipment.
- Provide City with daily updates on progress.
- Coordinate with City staff to respond to all problems including complaints from residents, business owners, etc.
- Perform total quantity reconciliation with the City and/or FEMA, FHWA or any other funding entity.

The City reserves the right to select which specific services the Contractor(s) will provide and to add or delete services throughout the term of this agreement with mutual consent.

The City will assign a Debris Manager to the debris collection/management project and will establish and staff a Debris Management Center. The Debris Management Center will provide a site for overall coordination of the project with the Contractor(s) and local, State, and Federal agencies. Authorized local, State, and Federal agencies will also provide staff to the Debris Management Center to assure a proper level of coordination. The Debris Management Center will be the primary point of contact for the Contractor(s).

The response of the selected Contractor(s) to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to assure that the City shall have the means to be reimbursed for all eligible disaster recovery costs as determined or defined by FEMA and from appropriate Federal, State, and private agencies. Response will typically be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Notice To Proceed.

Within seventy-two (72) hours of the Notice to Proceed, the Contractor(s) shall provide an adequate number of professionals and qualified personnel to monitor at least fifteen (15) debris loading sites and two (2) debris management sites. The Contractor(s) shall also provide roving monitors as needed and dictated by demands of the emergency event. The Contractor(s) shall be required to increase its staffing from this point depending upon the severity of the debris generating event. At a minimum, the Contractor(s) shall be required to have the ability to provide one additional monitor per day if required to meet the needs of the debris haulers.

Contractor(s) will provide a subcontract plan including a clear description of the percentage of the work the contractor may subcontract out, and will limit the use of subcontractors to only those approved by the City.

The Contractor(s) shall be required to replace any debris monitor whose job performance is deemed unsatisfactory at the discretion of the City.

Monitoring shall be done in compliance with the most current FEMA, FHWA, OSHA, City and other funding agency guidelines. All documentation and recordkeeping necessary for the City to receive full reimbursement from FEMA shall be performed and provided to the City in a digital format unless infrastructure damage to the area is so severe as to prevent the use of digital devices necessary for electronic documentation.

The Contractor(s) shall employ and maintain on the work site(s) a qualified accessible project manager(s) or liaison officer(s). At least one (1) accessible and designated project manager or liaison officer in the area of operation shall have full authority to act on behalf of the Contractor(s) and its subcontractors and all communications given to the project manager or liaison officer in writing by the City's authorized representative shall be as binding as if given to the Contractor(s).

2. Monitoring Services

Monitoring services to be provided under the proposed contract shall include, but not be limited to the following:

(A) The Contractor(s) shall provide assistance in developing City's Debris Management and Removal Plan specific to the emergency event.

(B) The Contractor(s) shall provide training of selected City staff in essential debris management, monitoring, and collection functions to insure appropriate interface with staff of Debris Collection Contractors and City, State, and Federal agencies.

(C) The Contractor(s) shall provide field monitors at designated locations to ensure that only eligible debris as determined or defined by FEMA is being removed and to check and verify information on debris removal and at Temporary Debris Storage Reduction Sites (TDSRS) located or developed throughout City or the region, if necessary, as approved by the City. The Contractor(s) will be responsible for monitoring and certifying all of the City's authorized collection and disposal activities associated with the event. The Contractor(s) shall also identify and document all leaners, hangers and stumps, and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.

(D) The Contractor(s) shall provide technical and permitting assistance associated with the need to locate additional TDSRS when requested by the City.

(E) The Contractor(s) shall perform the hiring, scheduling, dispatching, and logistical operations of the field monitors assigned to work areas of storm debris collection. This assistance will include, but not be limited to:

- Recruiting, hiring, training, deploying, and supervising properly equipped monitors;
- Establishing daily schedules for monitors;
- Monitoring and recording the volumetric measurement (cubic yards or gross empty weight) of each truck that is added into service, affixing the appropriate decals or placards to each vehicle, and performing random verifications once a week to ensure that no vehicle modifications are made;
- Maintaining records of contract hauler's trucks, to include cubic yardage or loaded weight, time in and time out, number of loads per day, and other data as requested by designated City staff or as required by State, Federal, or other involved agencies;

- Coordinating with the City's residential solid waste collection contractors in instances when the City directs the collections contractor to provide disaster debris collection services. The Contractor(s) will be responsible for measuring, documenting and placarding any collection contractor vehicles with tare weight and/or volume in compliance with FEMA reimbursement policies.
- Determining truck assignments and providing the necessary vehicle decals or placards for ease of identification and tracking;
- Ensuring that the debris removal contractor uses mechanical equipment to load and compact debris into trucks and trailers:
- Coordinating with City personnel to respond to problems in the field to include residential and commercial property damage claims in the process of debris removal;
- Establishing a telephone claim reporting system with a local or toll free number and provide staff for the professional management of receiving complaints, inquiries, and/or damage claims;
- Investigating and documenting damage or other claims;
- Surveying the affected areas for special situations or emergency needs to include, but not be limited to, identifying tree stumps exceeding 24 inches in diameter and the management of root balls and associated cavities, hazardous trees (including leaners and hangers), construction and demolition debris, or other potentially hazardous situations relating to eligible costs as determined or defined by FEMA;
- Maintaining a list of potentially hazardous locations and situations, coordinating and tracking the appropriate dispatch of staff and equipment to remediate the hazard, and making frequent reports to the City regarding the hazard, remedial action, and post-event status;
- Providing color copies of zone maps to each Field Monitor and their hauler for each day's assigned area and recording on a map the streets where debris has been collected;
- Performing other duties as directed by designated City personnel.

(F) The Contractor(s) shall collect baseline environmental data according to local, State, and Federal agency requirements from the designated emergency debris management sites prior to the opening of these sites.

(G) The Contractor(s) shall conduct ongoing environmental data collection per local, State, and Federal requirements for the designated emergency debris management sites.

(I) The Contractor(s) shall provide technical, clerical, and information technology consultation assistance to the City in completing any and all forms necessary for reimbursement of fees and costs from local, State, or Federal agencies, including the Federal Emergency Management Agency of the Department of Homeland Security, the State of Florida, the Federal Highway Administration, the Department of Housing and Urban Development, or private insurance carriers relating to eligible costs, as determined or defined by FEMA arising out of the disaster recovery effort. This may include, but is not limited to, the timely and accurate completion and submittal of reimbursement requests; preparation and submittal of any and all necessary cost documentation and substantiations; preparing replies to any and all agency requests, inquiries, or potential denials; and preparing potential decision appeals. The Contractor(s) will provide separate documentation for Federal Highway Administration Roads that were eligible for debris collection within the City.

(J) The Contractor(s) shall review and validate Debris Removal Contractor(s) invoices prior to submission to the City for processing. The Contractor(s) will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certifications, project records, photos and manifests, etc. to support federal(FEMA), state and local reimbursements and subsequent audits. The Contractor(s) will be responsible for providing regular status updates to the City. This reporting will include creating, updating and maintaining a database to include all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger and

leaner information and images. All electronic reporting will be provided in a format acceptable to the City, and the City shall have access to the database to perform queries and produce reports.

(K) The Contractor(s) shall assist City staff in conducting an annual tabletop exercise(s) to determine the adequacy of the debris removal plan and debris management process if requested.

3. Personnel

The Debris Monitoring Team to be provided by the Contractor(s) shall include, but not be limited to, the following positions:

(A) Project Manager/Liaison Officer: The primary functions of the Project Manager/Liaison Officer shall be to manage and supervise the debris monitoring services provided by the Contractor(s) and to serve as liaison between the Debris Manager and the Contractor(s). The Project Manager shall also:

- Ensure a sufficient number of trained debris monitors are available to monitor all “first pass” and subsequent passes of debris removal and hauling activities;
- Provide Disposal Site Monitors to observe and record all debris loads entering the debris management sites, or exiting the sites for final disposal;
- Respond to and document issues regarding complaints, damages, accidents and issues involving debris monitoring personnel or debris removal personnel and ensure that they are reported to the City’s Debris Manager;
- Coordinate daily briefings with the City and contractors to include daily progress reports and staffing;
- Ensure the timely acquisition and retention of environmental authorizations and/or permits for debris management sites and final disposal;
- Review and reconcile debris removal and monitoring contractor invoices submitted to the City, and
- Ensure preparation and submission of interim status reports and a final report, as directed by the City.

(B) Supervising Monitors: The functions of the Supervising Monitors shall be the following:

- Verify that only eligible debris as determined or defined by FEMA is being removed from designated public rights-of-way and public property within assigned debris pickup zones;
- Verify adequate photographic documentation of hazardous trees (leaners and hangers);
- Coordinate activities between monitors;
- Provide breaks to monitors;
- Coordinate, research, and make recommendations on damage claims to the Debris Manager;
- Maintain positive public relations in regard to individual complaints;
- Compile and complete necessary reports;
- Coordinate daily with the Debris Hauler;
- Coordinate daily operations of monitors.

(C) Loading Site Monitors: The loading site is the physical field operation location of debris removal trucks. The primary functions of the Loading Site Monitors are to complete and issue debris load tickets for eligible debris cleared and removed at locations designated by the Debris Management Center and to verify that only eligible debris as determined or defined by FEMA is being removed from designated eligible sites as determined or defined by FEMA within assigned debris pickup zones in City. The loading site monitor shall also:

- Provide documentation for all eligible debris removal activities from Federal Aid eligible roadways;

- Properly and accurately complete, and physically control, load tickets;
- Ensure that hazardous wastes are not mixed in loads;
- Ensure that only debris specified in the contract is collected;
- Ensure that debris removal contractors work only within their daily assigned area;
- Ensure that as the removal contractor completes a pass on each street it is marked off as a completed pass on the zone map of that area;
- Ensure proper documentation of hazardous stumps, hangers and leaners and their eventual removal is performed and maintained;
- Document and report activities to the City which may require remediation such as fuel spills, hazardous materials locations, and damages from debris removal operations occurring on public or private property.

(D) Disposal Site Monitors: The primary function of the Disposal Site Monitors is to complete the load ticket and record the weight, or if necessary estimate volumes that have been transported to the debris management site for processing storage, and disposal. Disposal Site Monitors shall also verify that all trucks leaving the Management Site have completely emptied all debris from the trucks. The City reserves the right to replace Disposal Site Monitors with its own personnel at TDSRS.

(E) Roving Monitors: The function of the Roving Monitors is to verify that only eligible debris as determined or defined by FEMA is being removed from eligible property as determined or defined by FEMA within assigned debris pickup zones in City. The Roving Monitors shall also photographically document hazardous trees (leaners and hangers) and provide breaks to other monitors if necessary. Depending on the severity of the storm, Roving Monitors may not be necessary.

(F) Debris Management Operations Manager

- The Contractor(s) shall provide, if requested by the City, the services of an experienced professional (Operations Manager) to assist the City in the operations and coordination of activities at the Debris Management Center. 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. Emphasis on management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.
- The Operations Manager shall report to the Debris Manager. The Operations Manager shall perform work as assigned which may include but not be limited to review of plans and procedures; drafting task orders, work plans and reports; audit of Debris Removal Contractor efforts and operations; develop information for public dissemination on debris removal; reduction and disposal; and other duties as assigned.

4. Employment Requirements

(A) The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

(B) All Loading Site, Disposal Site, Roving, and Supervising 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.

(C) All Loading Site, Disposal Site, Roving, and Supervising Monitors shall be trained and possess skills adequate to fulfill the duties of the job. Loading Site and Disposal Site Monitors must have a high school diploma or GED, speak English, and be adequately trained on debris collection and management operations. The following types of experience are preferred, but not required:

- Entry level engineer
- Solid waste site operations
- Construction inspector
- Land clearing operations
- Entry level surveyor
- Solid waste collections
- Previous experience in similar monitoring or inspection

(D) All Loading Site, Disposal Site, Roving, and Supervising Monitors must be capable of working in an outside environment and be able to climb a ladder ten (10) feet high.

(E) All Loading Site, Disposal Site, Roving, and Supervising Monitors must attend a one-half day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor(s) and must be approved by the City.

5. Operational Requirements

(A) General Operating Procedures: The City has contracts to remove and transport disaster debris from the public access roadways, rights-of-ways and public property within City to designated debris management sites. Each load of eligible debris shall be tracked electronically. In the unlikely event that damage to local infrastructure is so severe that electronic tracking is not practicable, or if requested by the City, each load shall be tracked using a multi-page load ticket. The Contractor shall provide the load tickets to be used. The load tickets shall be inventoried and logged by the Contractor(s).

(B) Within seventy-two (72) hours of the issuance of the Notice To Proceed, the Contractor(s) shall be prepared to provide qualified on-site personnel to monitor debris removal operations for at least fifteen (15) debris loading sites located throughout City. Additional sites may be added as debris removal efforts increase. The Contractor(s) must be prepared to provide a minimum of one (1) additional Loading Site Monitor per site per day at a minimum of twelve to fourteen (12-14) hours per day, seven (7) days per week. The Debris Manager will determine the exact number and location of management sites in coordination with the debris removal contractor.

(C) The Contractor(s) must be prepared to provide Roving Monitors as needed to monitor and verify eligible debris removal functions as determined or defined by FEMA. The Roving Monitors must be prepared to operate a minimum of twelve to fourteen (12-14) hours per day, seven (7) days per week. The Debris Manager will determine the exact number and location of Roving Monitors in coordination with the debris removal contractor and the Contractor(s).

(D) The Contractor(s) shall provide a sufficient number of Supervising Monitors to supervise the work activities of the Debris Loading Site Monitors, the Debris Disposal Site Monitors, and the Roving Monitors. The Supervising Monitor(s) must be prepared to operate a minimum of fourteen to sixteen (14-16) hours per day, seven (7) days per week. Supervising Monitors are generally limited in number. The exact number will be determined by the type of operation and by the Debris Manager with the advice of the Contractor(s) for each specific event. Supervising Monitors will be provided for, but not limited to, the following purposes:

- One (1) SUPERVISOR for each fifteen (15) monitors
- One (1) SUPERVISOR to coordinate office activities and supervise & manage damage investigation

(E) The Contractor(s) shall provide all management, supervision, labor, logistical support, transportation, mobile communications equipment, computer equipment, safety equipment, digital cameras, video cameras, and other equipment necessary to initiate and to safely and accurately perform all of the City's debris monitoring activities. The Contractor shall also provide personnel or subcontractors with the expertise to install and

calibrate truck scales at TDSRS. Mobile communications equipment shall be sufficient to allow all monitors to remain in contact with dispatch and supervisor(s) at all times. The Contractor shall provide color zone maps of the city with streets designated as city, county, state, FHWA or private, unless the city opts to provide maps for the monitors to use. The Contractor(s) shall assure that a sufficient supply of replacement equipment and qualified personnel are available such that operational productivity shall not be affected in the event of equipment loss, damage or malfunction, or power loss.

(F) The Contractor(s) shall maintain and update the following:

- log damages reported, damage corrections, and releases for work by either the property owner or the City;
- log tickets inventoried, issued and/or voided;
- tower logs of ticket information;
- map books issued by the City, marking work complete with date and daily log of activities; and
- log ineligible debris piles.

(G) Monitoring Sites: Since many of the Loading Sites will be in neighborhood settings where visual sightlines are limited, the Contractor(s) will provide as many Loading Site Monitors as the city feels are necessary to ensure adequate coverage of the debris load haulers. This number may be as high as one Monitor for every two debris load haulers. As debris loads are completed, the Loading Site Monitor will give the debris load hauler a load ticket that validates where the material originated including the GPS location, and that it is eligible, as determined or defined by FEMA, for pickup. Load tickets will be issued in accordance with established procedures and at a minimum must contain either a street address or the nearest intersection to be valid. The Disposal Site Monitor will weigh, or if necessary estimate the volume of debris hauled at the debris management site.

6. Safety and Health Standards

(A) Whenever on a loading site or a debris management site, all personnel of the Contractor(s) must wear required safety equipment as necessary to comply with all OSHA, Federal, State, and local requirements. The following are mandatory:

- Hard hat
- Reflective vest
- Safety shoes
- Appropriate cold or rainy weather clothing

(B) The Contractor(s) shall maintain a telephone contact list at each loading site and debris management site of the employees' supervisor, Debris Manager, Debris Management Center and nearest fire, police, and emergency medical facilities.

(C) The Contractor(s) shall ensure that personnel of the Contractor(s) adhere to all appropriate site safety requirements.

7. Other Considerations

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

(B) The Contractor(s) must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work being sought through this RFP.

(C) The Contractor(s) shall be responsible for determining what permits shall be necessary to perform work under the proposed contract. Copies of all permits shall be submitted to the Debris Management Center before commencing work.

(D) During the performance of this contract, the Contractor(s) shall be responsible for correcting any notices of violations issued as a result of actions or operations of the Contractor(s) or its subcontractors. Corrections for any such violations shall be at no additional cost to the City.

(E) The Contractor(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to the activities of the Contractor(s). Such costs might include but are not limited to: site cleanup and remediation, fines, administrative and civil penalties, 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 Contractor(s), its subcontractors, or any other persons, corporations or legal entities retained by the Contractor(s) under this contract.

(F) The Contractor(s) must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.

(G) The Contractor(s) must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of the proposed contract.

(H) Contractor(s) will supply door hangers and tags for ineligible debris. The City must approve the format for both. Door hangers will be distributed at the discretion of the City for all ineligible debris piles. See Section 9.B. for payment information.

(I) The Contractor(s) shall develop a policy and procedure manual and training course for monitors. The manual and training course must be submitted for approval by the City within sixty (60) days from notification of Notice of Award. Approval must be received prior to contract signing.

(J) Annually, the debris hauler will present a daylong course in disaster recovery, policy and procedure. The Contractor(s) shall attend and participate in this course. The Contractor(s) will be required to be able to recognize/verify hazardous waste, and understand how it is required to be packaged, transported, stored, labeled and disposed of in a compliant manner so as to insure FEMA reimbursement. The Contractor(s) will also be required to monitor and confirm that any storage sites used for hazardous materials are in compliance with state statutes and any FEMA guidelines; and will monitor and document any discharges of hazardous materials that occur under the Debris Removal Contractors' responsibility, and follow up to ensure that the contractor achieves FDEP cleanup compliance.

(K) It shall be the responsibility of the Contractor(s) to certify that the Debris Hauler has collected all eligible debris as determined or defined by FEMA in accordance with the City, State and Federal policies within specified geographical areas. The Contractor(s) shall be financially responsible for costs for collection, disposal and monitoring of all debris found in violation of the certification. For example, if the Debris Hauler certifies that all eligible debris on Street X has been collected and it is subsequently determined that none or only some of the debris on Street X has not been collected, the Contractor(s) shall be financially responsible for those costs incurred by the City to collect uncollected eligible debris on Street X that are not covered by or included within the City's disaster debris contracts.

(L) The Contractor(s) shall not direct the activities of the Debris Hauler unless directed in writing by the Debris Manager.

(M) The Contractor(s) shall complete all work within a reasonable length of time, relative to the scope of the event, as determined by FEMA.

8. Deliverables

(A) The deliverables must be provided to the City at the completion of the contract. The deliverables shall include, but not be limited to, the following list. At its sole discretion, the City may add/or delete deliverables to meet the needs of the City.

- All electronic files documenting the work that was performed
- Any original paper load tickets shall be boxed, bound by date and sorted by ticket number
- Ticket logs including all information from tickets
- Daily tower logs
- List of all personnel with signatures and initials
- Binder(s) with damage reports, completed repairs, and releases, if applicable.
- Binder(s) with issues and final resolution if applicable.
- Map books boxed by pass with daily logs if applicable.
- List of tickets issued to monitors, by monitor, and list of lost/voided tickets.
- Each pile of ineligible debris within an assigned work zone will be tagged and a list compiled and submitted to the City. The City must approve format of the ineligible debris tag.
- Daily Report – The Contractor(s) shall prepare and submit daily operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors’ activities and progress from the previous day and shall be submitted by 10:30 a.m. to the Debris Manager. Each daily report shall contain the following minimum information:
 - (i) Correctly and accurately completed load tickets consistent with all reporting documents;
 - (ii) The times of operation of all debris loading trucks;
 - (iii) Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled.
- Final Report – A final report will be prepared by the Contractor and submitted to the Public Works Director within thirty (30) days of completion of recovery operations. Recovery Operations includes closure and remediation of TDSRS and conclusions of all related operations. At a minimum this report will include: a discussion of disaster response requirements, results and recommendations for future disaster response.

(B) All deliverables will be submitted electronically and, if requested on paper.

(C) The Contractor(s) shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

(D) Any operational or safety issues in the field.

9. Payment

(A) The unit price of all personnel to be provided by the Contractor(s) shall be at the Contractor’s standard billing rate.

(B) All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, supervisory tasks, record keeping tasks, reporting tasks,

quality control, verification/validation tasks, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.

(C) No administrative, reporting and/or clerical expenses will be paid. Supervisory, record keeping, reporting, quality control, and verification/validation expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Disposal Site Monitors, Roving Monitors, and/or the Debris Management Contractor. Billable time shall be limited to hours when debris hauling trucks are in operation. The Debris Manager shall determine the hours of true operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets.

(D) All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The Contractor(s) shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.

(E) No overtime rates will be paid. The Debris Management Contractor will be compensated for actual hours worked at straight time.

(F) Payment Schedule – Invoices shall be for no more than 30 day periods, and will be processed for payment only after approval by the Debris Manager. The Contractor(s) shall be responsible for reviewing the debris hauler's deliverables and invoices and certifying their consistency with the Contractor(s)' deliverables and invoices and for resolving any discrepancies that may exist. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the Debris Manager.

(G) Payment of expenses considered incidental to the execution of the proposed contract are the sole discretion of the City. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a City-wide basis would be considered incidental. Furthermore, a test the City will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the City or Contractor(s). The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the contract and paid separately from the contract. Issues listed in Section 7 (Other Considerations) will not be considered incidental to the contract. For example, tags for ineligible debris would not be considered incidental to the execution of this contract. Contractors may request in writing a predetermination of whether an anticipated cost(s) is incidental prior to submitting their bid in accordance with standard bidding procedures. The City reserves the right to be the sole judge in determining whether an expense is considered incidental to the execution of this contract.

(H) The Davis-Bacon Act, as amended, requires that each contract over \$2000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wage rates. A "wage determination" is the listing of wage rates and fringe benefit rates for each classification of laborers and mechanics, which the Administrator of the Wage and Hour Division of the U.S. Department of Labor has determined to be prevailing in a given area for a particular type of construction (e.g., building, heavy, highway, or residential).

Project wage determinations are issued at the specific request of a contracting agency; each is applicable to the named project only; and expires 180 calendar days from the date of issuance unless an extension of the expiration date is requested by the agency and approved by the Wage and Hour Division. If such a determination is not used in the period of its effectiveness, it is void. Project determinations are issued in response to contracting agencies submitting to the Wage and Hour Division a Standard Form 308

requesting a wage determination. Debris monitoring activities on federal roads for which cost reimbursement is being sought from the Federal Highway Administration may be subject to Davis-Bacon Act requirements. Debris monitoring activities to which Davis-Bacon Act requirements are applicable shall be reimbursed at the Contractor(s) hourly rate(s) as stipulated in the contract to be executed as a result of this RFP or at the prevailing wage rate as determined by Davis-Bacon Act procedures, whichever is higher. It shall be the responsibility of the Contractor(s) to submit a Standard Form 308 and/or other necessary form(s) to the Wage and Hour Division of the Department of Labor to request a Davis-Bacon Act wage determination. The wage determination secured from the Wage and Hour Division of the Department of Labor shall be provided by the Contractor(s) to the City. It shall additionally be the responsibility of the Contractor(s) to abide by all Davis-Bacon Act requirements and to be knowledgeable about the applicability of the Act. The Contractor(s) shall be financially responsible for any expenses denied reimbursement due to failure to adhere to Davis-Bacon Act requirements. Debris monitoring activities on federal roads for which cost reimbursement is being sought from the Federal Highway Administration may be subject to Davis-Bacon Act requirements. Debris monitoring activities to which Davis-Bacon Act requirements are applicable shall be reimbursed at the Contractor(s) hourly rate(s) as stipulated in the contract to be executed as a result of this RFP or at the prevailing wage rate as determined by Davis-Bacon Act procedures, whichever is higher. It shall be the responsibility of the Contractor(s) to submit a Standard Form 308 and/or other necessary form(s) to the Wage and Hour Division of the Department of Labor to request a Davis-Bacon Act wage determination. The wage determination secured from the Wage and Hour Division of the Department of Labor shall be provided by the Contractor(s) to the City. It shall additionally be the responsibility of the Contractor(s) to abide by all Davis-Bacon Act requirements and to be knowledgeable about the applicability of the Act. The Contractor(s) shall be financially responsible for any expenses denied reimbursement due to failure to adhere to Davis-Bacon Act requirements.

(I) Project Completion – The project will be considered completed when the Debris Manager accepts all work specified under this contract has been completed to his/her satisfaction and all eligible debris has been picked up within the jurisdictions of the City, and all damage and issues relating to the disaster recovery have been resolved, and any TDRS sites have been restored to their original condition, or at the sole discretion of the Debris Manager to meet the needs of the City.

10. Contract Terms – Contractor’s contract will include the following terms and conditions:

(A) Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney’s fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

(B) Insurance. Contractor shall provide proof of insurance in an amount as noted below:

Worker’s Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance

Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City

will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

(C) **Payment and Performance Bond.** Contractor shall, upon award of contract, provide the City with a Payment and Performance Bond in the form and manner set forth in Section 255.05, Florida Statutes, guaranteeing the performance of the work under this contract and the payment of all subcontractors, suppliers, and sub-subcontractors. For purposes of the Agreement, the contract price shall be deemed to be \$250,000.00.

(D) **Sovereign Immunity.** Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

(E) **Term.** The term of the contract will commence upon final execution and will continue for four years, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the City, may at its option, negotiate and extend the contract for four additional one year periods.

(F) **EVENT OF DEFAULT**

An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to as a breach, an Event of Default shall include the following:

- The Contractor has not delivered the services in the times indicated;
- The Contractor has not delivered the equipment in the times indicated;
- The Contractor has refused or failed to supply enough properly skilled staff personnel: the Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- The Contractor has failed to provide adequate assurances as required below

When in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the services or any portion thereof, the City may request that the Contractor, within the timeframe set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the services which the Contractor has not performed. In the event that the Contractor fails to provide the City the requested assurances within the prescribed timeframe, the City may:

- Treat such failure as a repudiation of this Agreement; and
- Resort to any remedy for breach provided in this agreement or at law, including but not limited to taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, data, and subcontracts.

(G) **NOTICE OF DEFAULT**

If an Event of Default occurs in the determination of the City, the City may so notify the Contractor, specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the City may be terminated. Notwithstanding, the City may, in its sole discretion, allow the Contractor to rectify the default to the City's reasonable satisfaction within a thirty (30) day period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day

period or any other period which the City prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

(H) REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- The difference between the cost associated with procuring services and the amount actually expended by the City for re-procurement of the services, including procurement and administrative costs; and
- Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default and performance of the services. The City may also bring any suit or proceeding for specific performance or for an injunction.

(I) TERMINATION FOR CAUSE.

In the event the Contractor fails to cure a default within the time specified in the Notice of Default, the City may terminate this Agreement. In the event the City exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

- Stop work on the date specified in the notice
- Take such action as may be necessary for the protection and preservation of the City's materials and property
- Cancel orders
- Assign to the City and deliver to any location designated by the City any noncancelable orders for deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this agreement and not incorporated in the services'
- Take no action which will increase the amounts payable by the City under this Agreement.

Notwithstanding the above, the City reserves the right to immediately terminate Contractor and/or any subcontractor who:

- works outside the assigned areas; or
- fails to provide service in accordance with guidelines set forth by FEMA and the City of Gainesville;
- Solicits from or performs work for private citizens, commercial businesses or others in the assigned area during the period of this agreement, alters placards placed on certified trucks or trailers.
- Otherwise commits fraud, misrepresentation or material misstatements to City, FEMA or members of public.

In the event the City exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment portion of the Agreement, up to the Effective Termination Date, less any amounts owed to City for costs incurred by City as a result of the default of Contractor.

(J) Termination for convenience. The agreement may be terminated by City without cause upon 30 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.

(K) Federally Mandated Contractual Terms. The parties acknowledge and agree that the federally mandated terms and conditions found in Attachment A shall be included in the Agreement between Contractor and City, and in any and all contracts between Contractor and any subcontractor or supplier.

(L) Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.

(M) Florida Public Records Act

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS SOLID WASTE MANAGER, 352-393-7961, joplinsh@cityofgainesville.org, P.O. Box 490 Mail Station 10, Gainesville, FL 32627.

SECTION III – PROPOSAL FORMAT AND EVALUATION PROCESS

A. PROPOSAL FORMAT AND CONTENT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

1.0 Letter of Transmittal

The letter of transmittal shall include the following:

- a. Identification of the offering firm(s), including name, address and telephone number of each firm.
- b. Acknowledgment of receipt of RFP addenda, if any.
- c. Name, title, address, telephone and e-mail address of contact person during period of proposal evaluation.
- d. Signature of a person authorized to bind the offering firm to the terms of the proposal.

2.0 Response Requirements

To properly evaluate each firm, the following materials and information should be submitted in each firm's response:

- Background and experience of the firm, especially as it relates to debris monitoring
- A listing of the firm's current contracts in Florida along with allocated and available resources in Florida, and an indication of the commitment and availability of staff and resources to the City of Gainesville.
- A description of the project team and the team's approach/methodology
- An organizational chart showing the proposed project team
- Resumes for each key member of the project team
- Management plan for the project
- Demonstrated understanding of the project

References and contact information for at least three other contracts where the firm performed disaster debris removal monitoring, including a brief description of the event, total cubic yards collected, total dollar amount of the contract, and corresponding amount reimbursed to the applicant.

A description of the firm's experience and success in filing and receiving Federal and State reimbursements.

A copy of their training course and procedure manual for monitors.

Price Proposal (Attachment B)

The Contractor's company shall be currently engaged in emergency disaster debris monitoring services on a full time basis, year round, for a minimum of three years, with dedicated management and administrative support staff, as well as in-house employees and company owned equipment. The Contractor may supplement in-house resources with private individuals or companies. The Contractor shall have the financial strength to assume extensive and large expenditures.

B. EVALUATION CRITERIA

1.0 SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook which can be viewed at the following link:

<http://ggsp/FBATS/Purchasing/Policies.%20Procedures%20and%20Guides/PROFESSIONAL%20SERVICES%20EVALUATION%20HANDBOOK-2016-01-21.pdf>

The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to

meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

1.1 **Technical Qualifications Evaluation**

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

1.2 **Written Proposal Evaluation**

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

1.3 **Presentation/Interview Evaluation**

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done." The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

1.4 **Other factors**

The Other Factors to be considered will be the Fee proposals. Fee proposals will be 25 % of total score.

C. SELECTION PROCESS

The Contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation, the City may request oral presentations from the top ranked vendors. During the oral presentations, the vendors shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Firms selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a CD.

3. Prior to final ranking of firms, the apparent top ranked vendor will be required to furnish proof to the City that it complies with the specifications.
4. The final ranking of firms will be in accordance with the procedures described in the City's Professional Services Evaluation Handbook. If required, the final ranking of firms will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked vendor.
5. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer for the provision of Disaster Debris Monitoring. Should the City be unable to negotiate a satisfactory contract with the top ranked vendor, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated.

Attachment A

Super Circular Law & Appendices

2 C.F.R. §200.213 - Suspension and debarment

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2 C.F.R. §200.317 - Procurements by states

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub-recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. §200.319 - Competition

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

2 C.F.R. §200.320 - Methods of procurement to be followed

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 - Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2 C.F.R. §200.323 - Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the

non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. §200.325 - Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated 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 any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PURCHASING DIVISION SURVEY
BID INFORMATION**

RFP #: PWWM-180069-DH

DUE DATE: April 23, 2018
@ 3:00 pm local time

SEALED PROPOSAL ON: Disaster Debris Monitoring

IF YOU DO NOT BID

Please check the appropriate or explain:

- | | | |
|-------|----|--|
| _____ | 1. | Not enough bid response time. |
| _____ | 2. | Specifications not clear. |
| _____ | 3. | Do not submit bids to Municipalities. |
| _____ | 4. | Current work load does not permit time to bid. |
| _____ | 5. | Delay in payment from Governmental agencies. |
| _____ | 6. | Do not handle this item. |
| _____ | 7. | Other: _____ |
| | | _____ |
| | | _____ |
| | | _____ |

Company: _____

Address: _____

Are you a minority business? yes _____ no _____

ATTACHMENT B PRICE PROPOSAL

(Based on a 500,000 cubic yard event for evaluation purposes)

Equipment/ Personnel	# People x Hrs/Day x Days/wk	Total Est. Hours for Event	Unit Price Per Hour	Extension
<i>(example)</i>	<i>2 x 12 x 7</i>	<i>2,016</i>		
Project Manager/Liason Officer				
Debris Mgt. Operations Manager (if requested)				
Engineer				
Environmental Consultant				
Environmental Field Technician				
GIS Analyst/Specialist				
Supervising Monitors with vehicle and phone				
Roving Monitors with vehicle and phone				
Loading Site Monitors with vehicle and phone				
Disposal Site Monitors with phone				
Call Center Operator				
Data Entry Clerk – Paper Ticket				
Total				
Scale at each TDSRS	#####	#####	#####	Billed at cost

All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, supervisory tasks, record keeping tasks, reporting tasks, quality control, verification/validation tasks, overhead, profits, and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.