

REQUEST FOR PROPOSALS

CITY OF DAYTON, TEXAS

EMERGENCY DISASTER DEBRIS MANAGEMENT AND MONITORING

The City of Dayton, Texas, is in an area that is frequently impacted by hurricanes, tropical storms, flooding, and other natural disasters. In order to prepare in advance for any future storm damage, the City is soliciting sealed proposals from qualified vendors to provide Disaster Debris Management and Monitoring services on an as needed basis in accordance with applicable local, State, and Federal Emergency Management regulations.

Sealed proposals are due by 2:00 p.m. on Tuesday, June 14, 2022. Proposals will be publicly opened and read aloud immediately thereafter. Proposals shall be voted on at the City of Dayton's City Council Meeting at 6:00 P.M. on June 16, 2022.

In order to properly respond to this RFP, the bidder must submit a PDF version of the proposal and three (3) hard copies of the proposal. The PDF version can be emailed to the city manager, Steve Floyd, at sfloyd@daytontx.org. The proposal will be considered delivered if it is received by Steve Floyd, via email or in person, prior to the deadline set out in this RFP. If the PDF is emailed, you can then mail the hard copies to the City Manager, Steve Floyd, at the address listed on the RFP. The mailed hard copies do not have to be received prior to the proposal deadline provided that the PDF version was received prior the RFP deadline. All proposals must be clearly marked on the outside with the following: **City of Dayton Disaster Debris Management and Monitoring DUE Tuesday, June 14, 2022, at 2:00 p.m.** The City of Dayton reserves the right to refuse any and all proposals and to waive any technicalities or formalities.

To receive this RFP with the proposed scope of work and other requirements, or for information concerning this Request for Proposals, please visit www.cityofdaytontx.com or contact Steve Floyd, City Manager, 117 Cook St., Dayton, Texas 77535, (936) 258-2642.

The City of Dayton is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, persons with disabilities, or limited English proficiency.

INTRODUCTION

The City of Dayton is located in Liberty County, Texas, and is located in an area that is frequently impacted by natural disasters such as hurricanes, tropical storms, floods, and heavy rains. The City of Dayton has an estimated population of 8,500. The City is seeking proposals for debris management and monitoring services to be provided on an as needed basis for a three (3) year initial term that will automatically renew for two (2) additional one (1) year periods.

The City of Dayton, Texas (City) is seeking to obtain the services of a qualified firm capable of providing disaster debris management and monitoring services, in order to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. The awarded disaster debris management and monitoring contractor (hereinafter referred to as DMC) shall advise and support the City during disaster recovery efforts following natural disasters, and shall be responsible for coordinating with and overall monitoring of the City's debris removal contractor(s) (hereinafter referred to as DRC) and recommending efficiencies to improve and expedite DRC recovery work.

GENERAL

Monitoring debris removal operations requires comprehensive observation and documentation of the debris removal work performed from point of collection to final disposal. The DMC shall provide disaster debris monitoring management services necessary to ensure the safety and well-being of all residents and visitors to the City.

The response of the DMC to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to ensure compliance with Texas Commission on Environmental Quality (TCEQ) regulations, Texas Department of Transportation (TxDOT) regulations, Federal Highway Administration (FHWA) regulations, FEMA reporting requirements, and any other federal, state, or local regulation to ensure that the City shall have the means to be reimbursed for all eligible disaster recovery costs from the appropriate federal, state, and private agencies. The DMC shall monitor the DRC's progress and suggest and assist with implementing recommendations to improve efficiency.

Contractor and personnel shall stay current with FEMA and FHWA policies and procedures and promptly notify the City's City Manager or designee as changes occur.

TERM AND TERMINATION

The successful respondent(s) will be required to enter into an agreement with the City to provide Disaster Debris Management and Monitoring services for a three (3) year initial term that shall automatically renew for two (2) successive one (1) year periods. Either party, upon written notice to the other, may at any time, for any reason, terminate this agreement upon sixty (60) days from the date of delivery of said notice.

DESCRIPTION OF SERVICES

The DMC shall provide disaster debris management and monitoring services to support the City in the management of disaster debris removal & recovery resulting from natural disasters. Monitoring services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, rights-of-way, municipal properties and facilities, and other public sites.

Contractor shall be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations from any single disaster in a maximum of 75 calendar days. Contractor shall meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act of 2013 whenever possible.

The DMC shall monitor DRC activities to ensure satisfactory performance. Monitoring includes: verification that all debris picked up is from public property or rights-of-way and is a direct result of the disaster; measurement and inspection of trucks to ensure they are fully loaded; on-site inspection of pick-up areas, debris traffic routes, temporary storage sites, and disposal areas; verification that the contractor is working efficiently and in its assigned contract areas; verification that all debris management sites have access control and security.

These services will include, but are not limited to, the following activities:

1. Project Manager Responsibilities:
 - a. Ensure a sufficient number of trained debris monitors are available to monitor the “first push”, and toss debris clearance operations;
 - b. Ensure a sufficient number of trained debris monitors are available to monitor all “first pass” and subsequent passes of debris removal and hauling activities;
 - c. Provide tower/disposal site monitors to observe and record all debris loads entering the debris management sites;
 - d. Provide tower/disposal site monitors to observe and record all debris loads exiting the debris management sites for final disposal;
 - e. Provide data entry and document processing personnel if applicable;
 - f. Conduct safety meetings with field staff as necessary;
 - g. Respond to and document issues regarding complaints, damages, accidents and incidents involving the DMC or DRC personnel and ensure that they are fully documented and reported to the City’s City Manager or designee.
 - h. Coordinate daily briefings with the City and the DRC, daily status reports of work progress and staffing;
 - i. Ensure the timely acquisition and retention of documentation of environmental authorizations and or permits for debris management sites and final disposal;
 - j. Review and reconcile debris removal contractor invoices submitted to the City; and
 - k. Ensure preparation and submission of interim operations and status reports and a final report, as directed by the City.

2. Field Monitoring Staff Responsibilities: DMC shall provide sufficient trained staff in sufficient numbers to adequately monitor all operations supervised by the Field Managers. Duties of the monitors shall include, but are not limited to, the following:
 - a. Accurately measure and certify truck capacities (recertify on a regular basis).
 - b. Quality assurance/control of truck certification measurements throughout the life of the project.

- c. Provide documentation for all eligible debris removal activities from Federal Aid eligible roadways – first push (cut & toss) and first pass and for second and subsequent passes on all roadways, as directed by the City.
- d. Properly and accurately complete and physically control load tickets (in tower and field).
- e. Ensure that trucks are accurately credited for their load.
- f. Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed or not compacted).
- g. Validate hazardous trees, including hangers, leaners, and stumps.
- h. Ensure that hazardous wastes are not mixed in loads.
- i. Ensure that all debris is removed from trucks at Debris Management Sites (DMS).
- j. Report if improper equipment is mobilized and used.
- k. Report if contractor personnel safety standards are not followed.
- l. Report if general public safety standards are not followed.
- m. Report if completion schedules are not on target.
- n. Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible).
- o. Assure that force account labor and/or DRC work is within the assigned scope of work.
- p. Monitor site development and restoration of DMS.
- q. Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
- r. Record the types of equipment used (time and materials contract).
- s. Record the hours equipment was used, including downtime of each piece of equipment by day (time and materials contract).
- t. Disposal Site/Tower Monitors shall observe and record truck quantity estimates of inbound and outbound debris.
- u. Exit Site Monitors shall observe that all outbound trucks are fully discharged of their loads prior to exit from DMS.
- v. Ensure that accurate, legible and complete documentation is provided through load tickets, truck certifications and/or other logs and reports, as required.
- w. Maintain photographic documentation of debris removal trucks and activities, specifically hazardous stump removal process, hangers, leaners or tree removal and/or other special or unusual occurrences in the field.
- x. Document and report activities to the City which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- y. Document and report to the City damages which occur on public or private property as a result of DRC operations.
- z. Document and report to the City any violations of TCEQ debris site conditions.
- aa. If TCEQ debris site conditions are violated the DMC shall oversee tasks, sufficiently to satisfy the TCEQ performed by the DRC.

3. Data collection/documentation.

4. Management of designated debris staging and processing sites.

5. Review and validate DRC invoices prior to submission to City for processing and payment.
6. Provide other project management services, including emergency communications.
7. FEMA compliance monitoring/audit oversight, and reimbursement support.
8. Field monitoring
9. Truck and trailer certification
10. Load ticket process development, validation and all accounting services
11. Filing/reporting of documents for FEMA reimbursement process
12. Infrastructure damage and repair assessments.

DATA MANAGEMENT AND DOCUMENTATION

The DMC shall ensure all necessary documentation is provided to the City as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FEMA Public Assistance program or other applicable federal, state or local agencies.
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation and locations of work performed during the time and materials phase of operations.
3. Completion of truck certifications, equipment certifications and establishment of a Quality Assurance and Quality Control (QA/QC) program throughout the life of the project.
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program e.g., FEMA PA, other federal, state or local programs, etc.
5. Documentation of eligible hazardous stump removal, hangers, leaners or tree removal which includes photographic records, GPS coordinates, street or milepost identifier and/or other information as available and applicable.
6. Environmental authorizations and/or permits as applicable.
7. Daily electronic spreadsheet summaries of cubic yards/tons collected, specified by governing federal public assistance program. The daily summary shall be communicated to the City Manager or designee.

8. Production in electronic format (scanned) and paper copies of all documentation for submittal to federal and/or state agencies.
9. Provide certified weigh master if requested.
10. Assist the City in creating field maps using GIS or equivalent, as well as track and present contractor progress in GIS, or equivalent.
11. Organize, maintain and provide to the City electronic copies of cost justification documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the City upon completion of the project.

REPORTING

The DMC shall provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the City), as well as a final report of the debris removal operations.

The daily status report shall include at a minimum: the daily cubic yards/tons collected by material, cumulative totals in cubic yards/ton by debris type, number of debris removal crews and equipment operating, number of debris monitors in the field, cubic yards/tons by debris type hauled to final disposition and location of final disposal, and total cubic yard/tons hauled to recycling or salvage facilities.

An interim status report may be required at the discretion of the City. A final report covering the history of the operations; the locations of debris management sites; remediation and debris management site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.

MEETINGS/COMMUNICATIONS

1. Conduct daily meetings with the City and the DRC.
2. Conduct field meetings as needed.
3. Provide phone consultations and reference information to City staff upon request.

PERMITS

DMC shall:

1. Assist the City with any permit applications and coordination with environmental agencies, clarifying and resolving any compliance issues;
2. Assist the City with any pre- or post- sampling of soil and groundwater, and,

3. Monitor compliance by the DRCs to any permit requirements.

COMMUNITY RELATIONS SUPPORT SERVICES

In addition, the DMC will be required to provide comprehensive community relations support during all phases of the disaster debris recovery, including but not limited to:

1. Providing the City with comprehensive progress reports
2. Damage complaint investigations and resulting resolution reports
3. Media relations
4. Preparing any necessary audio/visual products, including factsheets
5. Establishing telephone call centers
6. Participating in public meetings.

OTHER RELATED SERVICES

1. Perform damage assessments to determine areas impacted, and quantities and types of debris.
2. Training of selected City staff in essential debris management, monitoring, and collection functions to ensure appropriate interface with contractors, county, state, and federal agencies as directed by the City Manager or designee.
3. Additional Services – Services not specifically identified in any written agreement derived from this request may be added to the agreement upon mutual written consent of the contracting parties without further competition.

MONITORING LOCATIONS

Anticipated locations to be monitored:

1. Public rights-of-way within the City.
2. Debris Management Site(s)

INVOICING/PAYMENT

1. DMC shall submit invoices on a weekly basis to the City when work is being performed.
2. DMC shall ensure all contract quantities for both DRC and DMC are documented and recorded according to current federal requirements, including time at disposal sites estimating loads on incoming and outgoing debris loads.

3. Maintain a database of all contract quantities and perform DRC invoice verification for the City and resolving any discrepancies that may exist.
4. All invoices shall be submitted in an acceptable format to the City in an electronic and hard copy format with daily reports as supporting documentation. The invoices shall be submitted in accordance with federal, state, and local rules, regulations, and laws.
5. Payment Schedule: Invoices will be processed for payment only after approval by the City Manager or designee. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate, and consistent by the City Manager or designee.
6. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.
7. No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Debris Management Site Monitors, Roving Debris Monitors. Billable time shall be limited to hours when debris-hauling trucks are in operation. The City Manager or designee shall determine the hours of truck operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets.
8. All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The DMC shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.
9. No overtime rates will be paid.
10. Final invoice shall be submitted to the City no later than thirty (30) calendar days following final acceptance of the individual task requested by the City.
11. Payment of expenses considered incidental to the execution of the contract are at 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 citywide 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 DMC. 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. The City reserves the right to be the sole judge in determining if an expense is considered incidental to the execution of this contract.

CODE OF FEDERAL REGULATIONS PROCUREMENT STANDARDS

1. In accordance with Section 200.318(a) of the Code of Federal Regulations, the City of Dayton is procuring the services as set forth in this RFP in accordance with the City's own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, and which conform to applicable Federal law and the Procurement Standards identified in Title 2, Subtitle A, Chapter II, Part 200, Subpart D of the Code of Federal Regulations.
2. In accordance with Section 200.318(b) of the Code of Federal Regulations, the City of Dayton will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. In accordance with Section 200.318(c)(1) of the Code of Federal Regulations, the City of Dayton maintains 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 of the City of Dayton 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 City of Dayton may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violations of the City of Dayton's standards of conduct by officers, employees, or agents of the City of Dayton will result in disciplinary actions.
4. In accordance with Section 200.318(d) of the Code of Federal Regulations, the City of Dayton's procedures avoid acquisition of unnecessary or duplicative items. The City of Dayton will give consideration 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.
5. In accordance with Section 200.318(e) of the Code of Federal Regulations, to foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the City of Dayton may enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
6. In accordance with Section 200.318(f) of the Code of Federal Regulations, the City of Dayton may use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
7. In accordance with Section 200.318(g) of the Code of Federal Regulations, the City of Dayton may 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.

8. In accordance with Section 200.318(h) of the Code of Federal Regulations, the City of Dayton will 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.
9. In accordance with Section 200.318(i) of the Code of Federal Regulations, the City of Dayton will 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.
10. In accordance with Section 200.318(j) of the Code of Federal Regulations, the City of Dayton 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. Use of time and materials type contracts are further explained in Section 200.318(j) of the Code of Federal Regulations.
11. In accordance with Section 200.318(k) of the Code of Federal Regulations, the City of Dayton alone is 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 City of Dayton of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City of Dayton unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.
12. In accordance with Section 200.319(a) of the Code of Federal Regulations, all procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of this section.
13. In accordance with Section 200.319(b) of the Code of Federal Regulations, the City of Dayton will 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 geographical preference.
14. In accordance with Section 200.319(c) of the Code of Federal Regulations, the City of Dayton has written procedures for procurement transactions consistent with the standards of this section.
15. In accordance with Section 200.319(d) of the Code of Federal Regulations, the City of Dayton will 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 City of Dayton will not preclude potential bidders from qualifying during the solicitation period.

16. In accordance with Section 200.320 of the Code of Federal Regulations, the City of Dayton will use one of the methods of procurement as set forth in this section.
17. In accordance with Section 200.321 of the Code of Federal Regulations, the City of Dayton will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
18. In accordance with Section 200.322 of the Code of Federal Regulations, the City of Dayton 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.
19. In accordance with Section 200.323(a) of the Code of Federal Regulations, the City of Dayton will 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 City of Dayton will make independent estimates before receiving bids or proposals.
20. In accordance with Section 200.323(b) of the Code of Federal Regulations, the City of Dayton will 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 will 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.
21. In accordance with Section 200.323(c) of the Code of Federal Regulations, 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 City of Dayton entity under Subpart E—Cost Principles of this part. The City of Dayton may reference its own cost principles that comply with the Federal cost principles.
22. In accordance with Section 200.323(d) of the Code of Federal Regulations, the cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used.
23. In accordance with Section 200.324(a) of the Code of Federal Regulations, the City of Dayton will make available technical specifications on proposed procurements upon request of the Federal awarding agency or pass-through entity, consistent with this section.

24. In accordance with Section 200.324(b) of the Code of Federal Regulations, the City of Dayton will make available procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, upon request of the Federal awarding agency or pass-through entity, consistent with this section.
25. In accordance with Section 200.325 of the Code of Federal Regulations, 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 City of Dayton provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protect. If such a determination has not been made, the minimum requirements will be consistent with this section.
26. In accordance with Section 200.326 of the Code of Federal Regulations, the City of Dayton's contracts will contain the applicable provisions described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

DEFINITIONS

1. City Manager: The City Manager for the City of Dayton, Texas.
2. Data Manager: Manager of data collected from monitoring operations and employed by the DMC.
3. Debris Removal Contractor (DRC): Contractor(s) under contract with the City to remove storm deposited debris according to state and federal guidelines.
4. Debris Management Site (DMS): A Texas Commission on Environmental Quality authorized site where debris is stored, reduced, burned, grinded, or sorted. Debris resides at the site for a relatively short period prior to final disposal.
5. Disposal Site/Tower Monitor: Employee of DMC assigned to the debris management site to monitor DRC performance. Duties include, but are not limited to, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.
6. Debris Monitoring Contractor (DMC): Debris monitoring contractor, including employees, partners, principals, agents, and assignees who are a party to the agreement for the purposes of providing services.
7. Eligible Debris: As determined by FEMA Section #325 Debris Management Guide means debris resulting from a Presidentially declared disaster whose removal, as determined by the Debris Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.
8. TCEQ: Texas Commission on Environmental Quality.

9. TxDOT: Texas Department of Transportation.
10. FEMA (Federal Emergency Management Agency): A funding source to the City through the State of Texas, for activities during an event declared a disaster by the President of the United States.
11. Field Supervisor: Employee of the DMC who oversees field monitor crews.
12. Field Monitor: Employee of the DMC who oversees the DRC's debris removal activities and issues load tickets.
13. FHWA (Federal Highway Administration): The FHWA, through the Emergency Relief Program administered by the Texas Department of Transportation, is a federal funding source for work on Federal-aid ("on-system") roadways and facilities.
14. Project Manager (PM): Employee of the DMC who functions as the primary point of contact for the City and is responsible for the overall project management and coordination of the debris monitoring services.

Evaluation Criteria

Proposal Evaluation

The City will review all qualified responses to the RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of the RFP. All proposals will first be screened for adherence to the requirements of this RFP. The City will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the City.

The City reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the City shall be final.**

Evaluation Criteria

The Proposals received in response to the RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated using the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation Committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member. Total Point assignments from each Committee member will be added together for a total overall score. This total score for each Proposer will determine the order of the Proposer's ranking.

Evaluation Criteria	Maximum Points
Qualifications/Experience	20
Resources and Availability	20
Project Approach & Management	15
FEMA Reporting & Reimbursement	20
Compensation	25
Total	100

If presentations are requested, for evaluation purposes, presentation points assigned will stand alone. The maximum presentation points a Proposer can receive is 5 points. The Proposers selected for interviews under this section will be notified in writing of the date and time for presentation. The Proposers' presentations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

PROPOSAL CONTENT

Proposals submitted in response to this RFP should follow the format described below. You are asked to respond fully and accurately to all questions/requests.

The failure of any Proposer to provide detailed information regarding proposal content may result in the reduction of points in the evaluation process. Provide clear, detailed responses to each criterion below:

I. QUALIFICATIONS/EXPERIENCE

Describe your firm's qualifications and experience for providing the City the requested services. Include in your response:

- a) General information about your firm including the location of the principal office and/or significant branch offices, which office would be directly responsible for the contract, if awarded, number of years providing these services, and number of staff your firm employs.
- b) Identify the Project Manager and list of other key personnel to be used in a resulting agreement, which shall include names and resumes. All such positions and their purpose or role in the monitoring operations shall be identified.
- c) Organizational Structure and Chain of Command Chart
- d) Provide demonstrated knowledge, experience, and expertise in all requirements and regulations established by the Federal Emergency Management Agency (FEMA) and reimbursement rules and procedures, Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corp of Engineers (USACE), Federal Aid Construction requirements, and any other governmental agency with jurisdiction over the scope of services described in this RFP.
- e) Past Performance: Provide list of firm's disaster debris monitoring projects completed within the past ten (10) years (include all projects within the State of Texas) that are the same or larger to

the magnitude for this RFP, including the public agency, their contact information, FEMA contacts, name of the project, and dollar value.

- f) Documentation of past safety performance. Include company's safety log summaries to the OSHA and those of proposed subcontractors for 2019, 2020, and 2021 calendar years.
- g) Describe the types of problems your firm has encountered on similar projects and explain what your firm did to resolve the problems and what steps were taken to avoid such problems on future projects.
- h) State your firm's bonding capacity. Attach letter from your firm's bonding company stating its rating and the maximum amount in which your firm can be bonded.
- i) List of all closed, active, and pending FEMA disputes, audits, or lawsuits, and the judgment or outcome of each, involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
- j) List and provide an explanation of all unrecovered FEMA reimbursements that occurred on Disaster Debris Monitoring projects for which the Proposer served as the primary contractor during the last five (5) years.
- k) Provide a list of any contracts that have been terminated unfavorably or that have been unsuccessful within the past five (5) years. Explain the reason for termination and include contact names, titles and phone numbers/email addresses.
- l) Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect.

II. RESOURCES & AVAILABILITY

This section shall clearly define the availability of the Proposer's managers and key personnel, as well as demonstrate the Proposer's financial capability. At a minimum, the Proposer shall provide the following:

- a) Provide all proposed staffing (administrative and field). Include personnel by title and quantities generally provided per each DMS, in the field, etc.
- b) Subcontractors: Provide list of subcontractors and the percentage of work to be performed by each one. Indicate participation by local subcontractors.
- c) Equipment: Provide details of firm's fleet, inventory of equipment and supplies that will be available following a disaster event. Include location of warehouse(s) used to store firm's equipment and supplies. The City expects that the supporting equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner.

- d) Provide an estimate of the current workload and future commitments to other emergency response contracts both in man-hours per years and a percentage of total workload for all key project personnel.
- e) Current Contracts: Provide list of all of the firm's contractual obligations within Texas and Louisiana for similar disaster debris monitoring services. Include name of public agency, their contact information, FEMA contacts (if available). Describe firm's ability to manage activation of multiple contracts. Provide reasonable assurance that such contracts will not interfere with or preclude the awarded firm from responding to the City with firm's full force of manpower and equipment.
- f) Provide Proposer's balance sheet and statement of profit and loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate corporate officer or an independent Certified Public Accountant and the latest D & B report.
- g) Describe the process by which the Proposer plans to staff up in the event of a natural disaster, and explain how Proposer will be able to respond in a timely manner to the City of Dayton.

III. PROJECT APPROACH & MANAGEMENT

The information presented shall be in enough detail to enable the City to ascertain the Proposer understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

- 1. Provide your firm's procedures for disaster debris monitoring including but not limited to:
 - a) Mobilizing procedures (including subcontractors). Provide breakdown of time required to perform each associated task.
 - b) DMS monitoring procedures, including, truck capacity monitoring, truck load verification, ineligible debris, C & D debris, hazardous waste, HHW, e – waste, white goods, wet debris, soil/mud/sand, vehicles/vessels, putrescent debris, infectious waste, chemical/biological/radiological/nuclear contaminated debris, site safety plan
 - c) Tracking source location, debris type, and documentation to City and FEMA
 - d) Managing subcontractors and field staff
 - e) Specialized debris removal services
 - f) Employee Training Program
 - g) Health and Safety Program
 - h) Data Management

- i) Incident Reporting
- j) Quality Control Program
- k) Vehicle certification procedures
- l) Complying with requirements of FEMA, FHWA, TxDOT, NRCS, USACE, Federal Aid Construction and any other governmental agency with jurisdiction
- m) Load tickets and associated reporting processes
- n) Documenting, tracing, and resolving issues or damages
- o) Documenting, tracking and resolving complaints
- p) Reporting (daily progress reports, etc.)
- q) DRC invoice reconciliation and data management
- r) Communications during a disaster event recovery
- s) Demobilization
- t) Audit support

2. Provide additional pertinent information as needed.

3. Describe materials and assistance needed from City.

IV. FEMA/OTHER GOVERNMENT AGENCIES WITH JURISDICTION –REPORTING AND REIMBURSEMENT

Describe firm’s reporting and reimbursement management program.

V. COMPENSATION

Provide compensation schedule on **Attachment A**. The hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation).

VI. INSURANCE

Provide a copy of current insurance certificates or policy declarations’ page. The City will require the firm with which a contact is established, prior to commencement of work, to provide evidence of appropriate general liability, auto liability, professional liability (errors and Omissions), and workers compensation insurance coverage via a certificate of insurance or copy of policy declaration pages. Describe how you would provide same and in what coverage amounts.

VII. CONFLICT OF INTEREST

Please list any political contributions of money, in-kind services, or loans made to any member of a city council within the last three years by the firm and any of its agents or employees assigned to this project.

VIII. DRUG AND ALCOHOL TESTING

The Contractor shall provide a drug and alcohol testing policy with its bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the City's Substance Abuse Guidelines, the City reserves the right to inspect all contractor work areas, which include any personal items brought onto city premises including personal vehicles. Any violation of the provisions of the City Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site.

IX. REFERENCES

Provide three professional references from projects as similar as possible to the proposed project. Include with each, the name, address, email address and work telephone number of the reference as well as a brief description of the nature of the professional association.

X. EXCEPTIONS

Provide all exceptions to RFP terms and conditions (cite specific RFP sections applicable to each exception). These exceptions shall be considered to be negotiable items and any final agreements will be in addition to the City's Standard Terms and Conditions as well as any future terms and conditions incorporated via Addendum to the RFP.

FEE PROPOSAL

OFFEROR: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Project: DISASTER DEBRIS MANAGEMENT AND MONITORING

BIDS DUE: TUESDAY, JUNE 14, 2022, at 2:00 P.M.

Offeror has examined the Request for Proposal Document, sites and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Offeror deems necessary.

Offeror is a firm normally engaged in performing the type of work described in the Request for Proposal. Offeror warrants that he/she/the firm is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time. The Offeror is an equal employment opportunity employer and shall adhere to all applicable local, state, or federal affirmative action requirements.

ATTACHMENT A – PRICING SCHEDULE

DISASTER DEBRIS MANAGEMENT & MONITORING SERVICES

Hourly rates shall include all costs including overhead and profit, lodging, meals, and transportation.

SECTION A – LISTED STAFF POSITIONS

Item No.	Position	Estimated Project Hours*	Hourly Rate	Extended Cost
1	On-Site Project Manager	112		\$
2	DMS and Field Supervisors	336		\$
3	Field Monitors	4,200		\$
4	DMS and Tower Monitors	840		\$
5	GIS Specialist	40		\$
6	Data Manager	40		\$
7	Billing/Invoice Analyst	40		\$
8	Data Entry/Administrative Staff	250		\$
Total Section A				\$

***Quantities and hours shown above are for price proposal evaluation purposes only and do not represent actual or anticipated volume of contract work.**

SECTION B – ADDITIONAL REQUIRED STAFF POSITIONS

List all other positions not listed in Section A, along with the hourly rate, that Proposer will utilize to perform the services presented in this RFP.

Item No.	Position	Hours*	Hourly Rate	Extended Cost
		1		\$
		1		\$
		1		\$
		1		\$
		1		\$
		1		\$
		1		\$
		1		\$
Total Section B				\$

***Section B will be evaluated per a unit of one (1) hour multiplied by the proposed hourly rate.**

Total Estimated Cost (Section A & Section B)	\$
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SECTION C – OPTIONAL STAFF POSITIONS

List optional staff positions that may provide an added benefit to the City and would be provided at the City’s request.

Item No.	Position	Hourly Rate

SUBMITTED this _____ day of _____, 2022.

By: _____

Signature

Title