
CITY OF PORT LAVACA

COUNCIL MEETING: JULY 8, 2024

DATE: 07.02.2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: CONSIDER RECOMMENDATION OF THE SELECTION COMMITTEE TO AWARD A PRE-DISASTER DEBRIS MANAGEMENT AND MONITORING SERVICES CONTRACT.

BACKGROUND

For those that weren't around after Hurricane Harvey, if the City experiences a windstorm event that generates a large amount of brush and debris that Republic can't handle under their normal contract and the City plans to request reimbursement from FEMA, we must go through a procurement process to contract with a firm to collect and dispose of the debris and separately a firm that will manage and monitor these collection and disposal efforts to make sure reported quantities are accurate and all laws are being followed. The Pre-Disaster Debris Contract we had in place with True North since 2018 has expired and it is prudent to have one in place prior to a windstorm event coming our way. With a Management Firm under contract, they will help us in properly procuring a pre-disaster contract for Debris collection and disposal.

We initially advertised for Disaster Debris Management and Monitoring Proposals beginning May 15 with proposals due on May 31. Unfortunately, we received only one response and FEMA recommended that we advertise again. So, we did not open that submittal and readvertised beginning June 05 with a due date of June 21.

We received 3 proposals: TetraTech (Houston, TX), True North (Arlington, TX), and DebrisTech (Picayune, MS). The scoring committee was comprised of myself, Wayne Shaffer (Director of Public Works), Brittney Hogan (Interim Finance Director), and Kateryna Thomas (Grants and Capital Improvement Projects Coordinator). **The summary of the scores are *attached*.** Tetra Tech received an average score of 96.5, True North was 89.3 and DebrisTech was 82.0.

In accordance with FEMA requirements, Kateryna Thomas notified various MWDBE, HUB and Small Businesses about the RFP and has that fully documented for submittal to FEMA should we get hit with a windstorm and need to enact the contract.

FINANCIAL IMPLICATIONS:

Attached is a comparison of the cost proposals received. All three proposals were less than the Independent Cost Analysis that staff performed prior to advertising for Proposals. It is noted that True North has the lowest cost overall for the scenario of hours listed in the Pricing Schedule that we included in the RFP, but it's noted that they do not provide pricing for some of the categories. It is understood that these tasks are included in the tasks of other personnel categories, but then that could affect the number of hours needed from those other categories. Their unit prices of the categories with the potential for the

most hours is actually the highest, therefor as the hours for field work and data entry categories increase, the overall cost gets closer among all three. The Cost Proposal was 25 points of the overall 100 points scored.

RECOMMENDATIONS

The Selection Committee recommends authorizing the Interim City Manager to negotiate a Pre-Disaster Contract for Debris Management and Monitoring Services with TetraTech, based upon their submitted Proposal dated June 21, 2024 and authorize the Mayor to sign once the language has been approved by the City Attorney.

Attachments: Summary of Scores; Comparison of Cost Proposals; copy of the RFP

		Qualif/Exper	Resources/ Availability	Project Approach	FEMA Reporting/Reimbu rsment	Compensation	TOTAL
		20	20	15	20	25	100
Wayne Shaffer	Tetra Tech	19	18	15	20	20	92
	True North	19	18	14	18	20	89
	DebrisTech	18	18	14	18	23	91
Brittney Hogan	Tetra Tech	20	20	15	18	25	98
	True North	20	20	14	16	25	95
	DebrisTech	12	17	10	20	22	81
Jody Weaver	Tetra Tech	20	20	15	20	22	97
	True North	14	18	14	18	24	88
	DebrisTech	15	18	15	20	24	92
Kat Thomas	Tetra Tech	20	19	15	20	25	99
	True North	18	18	14	15	20	85
	DebrisTech	10	15	13	16	10	64

Average Scores

Tetra Tech	96.5
True North	89.3
Debris Tech	82.0

COMPENSATION COMPARISON RFP2024-60.05

Quantities as shown in the Bid Document (ManHours)			Independent Cost Analysis	True North	DebrisTech	TetraTech
1	On-Site Project Manager	150	\$ 99.64	\$ 70.00	\$ 68.00	\$ 75.00
2	DMS and Field Supervisors	350	\$ 60.82	\$ 60.00	\$ 45.00	\$ 45.00
3	Field Monitor	2000	\$ 43.35	\$ 37.00	\$ 36.00	\$ 34.00
4	Operation Manager	150	\$ 76.76	\$ -	\$ -	\$ 60.00
5	DMS and Tower Monitors	1000	\$ 50.00	\$ 36.00	\$ 36.00	\$ 34.00
6	GIS Specialist	40	\$ 60.00	\$ -	\$ 55.00	\$ 50.00
7	Data Entry Manager	60	\$ 71.17	\$ -	\$ 55.00	\$ 55.00
8	Billing/Invoice Anayst	80	\$ 23.00	\$ -	\$ 55.00	\$ 50.00
9	Administrative staff	250	\$ 31.61	\$ -	\$ -	\$ 34.00
			\$ 200,859.70	\$ 141,500.00	\$ 143,850.00	\$ 155,800.00
Bid Quantities with Field work/Data Entry x1.5 (Manhours)						
1	On-Site Project Manager	150	\$ 99.64	\$ 70.00	\$ 68.00	\$ 75.00
2	DMS and Field Supervisors	525	\$ 60.82	\$ 60.00	\$ 45.00	\$ 45.00
3	Field Monitor	3000	\$ 43.35	\$ 37.00	\$ 36.00	\$ 34.00
4	Operation Manager	150	\$ 76.76	\$ -	\$ -	\$ 60.00
5	DMS and Tower Monitors	1500	\$ 50.00	\$ 36.00	\$ 36.00	\$ 34.00
6	GIS Specialist	40	\$ 60.00	\$ -	\$ 55.00	\$ 50.00
7	Data Entry Manager	90	\$ 71.17	\$ -	\$ 55.00	\$ 55.00
8	Billing/Invoice Anayst	80	\$ 23.00	\$ -	\$ 55.00	\$ 50.00
9	Administrative staff	250	\$ 31.61	\$ -	\$ -	\$ 34.00
			\$ 281,988.30	\$ 207,000.00	\$ 207,375.00	\$ 216,325.00
Bid Quantities with Field work/Data Entry x2.0 (Manhours)						
1	On-Site Project Manager	150	\$ 99.64	\$ 70.00	\$ 68.00	\$ 75.00
2	DMS and Field Supervisors	700	\$ 60.82	\$ 60.00	\$ 45.00	\$ 45.00
3	Field Monitor	4000	\$ 43.35	\$ 37.00	\$ 36.00	\$ 34.00
4	Operation Manager	150	\$ 76.76	\$ -	\$ -	\$ 60.00
5	DMS and Tower Monitors	2000	\$ 50.00	\$ 36.00	\$ 36.00	\$ 34.00
6	GIS Specialist	40	\$ 60.00	\$ -	\$ 55.00	\$ 50.00
7	Data Entry Manager	120	\$ 71.17	\$ -	\$ 55.00	\$ 55.00
8	Billing/Invoice Anayst	80	\$ 23.00	\$ -	\$ 55.00	\$ 50.00
9	Administrative staff	250	\$ 31.61	\$ -	\$ -	\$ 34.00
			\$ 363,116.90	\$ 272,500.00	\$ 270,900.00	\$ 276,850.00

CITY OF PORT LAVACA
DISASTER DEBRIS MANAGEMENT AND MONITORING
RFP 2024-06.05-DM

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Port Lavaca (City) by 2:30 PM, Friday, June 21, 2024, to provide Disaster Debris Management and Monitoring Services.

The City of Port Lavaca seeks proposals from qualified and experienced Disaster Debris Management and Monitoring firms to perform debris management and monitoring services in the event of a major disaster event. The selected Contractor must provide required services in accordance with applicable regulations, including but not limited to: the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas Department of Health & Human Services (TxDHHS) and the Texas Commission on Environmental Quality (TCEQ).

Proposals must be in accordance with the provisions, specifications, and instructions set forth in the Request for Proposals (RFP) and will be received by Interim City Manager Jody Weaver, at 202 North Virginia Street, Port Lavaca, TX 77979 until the above-noted date and time when they will be publicly acknowledged and accepted.

The complete submission requirements, evaluation criteria, and other information concerning this RFP are available for download at: www.portlavaca.org. Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal. General, Process, or Technical Questions concerning this solicitation should be directed to Interim City Manager Jody Weaver at jweaver@portlavaca.org or by calling 361-827-3601. The City reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals, and firms using subcontractors/sub-consultants must solicit such firms in their procurement process. The City is an Affirmative Action/Equal Opportunity Employer.

Request for Proposal

Disaster Debris Management & Monitoring

The City of Port Lavaca, Texas (City) is seeking to establish a pre-event contract with a qualified firm to provide disaster debris monitoring management services to ensure that debris removal operations are efficient, effective, **and eligible for FEMA Public Assistance grant funding**. It is proposed that if a contract is entered into as a result of this RFP, it will be a unit price contract for no more than 36 months, will be dependent upon the number of disasters, and doesn't guarantee or involve an annual minimum. The awarded disaster debris monitoring management contractor (hereinafter referred to as DMC) shall advise and support the City in its procurement of a debris removal contractor (hereinafter referred to as DRC) (if applicable), during a disaster recovery effort and shall be responsible for coordinating with and overall monitoring of the City's DRC(s) and recommending efficiencies to improve and expedite DRC recovery work. **All work under the awarded contract shall be consistent with the most recent publication of the "Public Assistance Debris Monitoring Guide" as published by FEMA.**

1.0 GENERAL

Monitoring debris removal operations requires comprehensive observation and documentation of the debris removal work performed from the point of collection to final disposal.

In the event of a disaster or emergency, the DMC shall service the City first and be on-call to provide disaster debris monitoring management services necessary to ensure the safety and well-being of all residents and visitors to the City. The response will be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Task Order issued by 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), Federal Highway Administration (FHWA), 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.

Any subcontracts issued under this contract must comply with the necessary affirmative action steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR200.321. The use of any contractor or subcontractor that has been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the DMC to ensure that any proposed subcontractors/sub-consultants are in good standing with the OFCCP and not on the debarment list.

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

2.0 DEFINITIONS

1. City Debris Manager: The City's Debris Manager is the Director of Public Works.
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: An employee of DMC was assigned to the debris management site to monitor DRC's performance. Duties include, but are not limited to, ensuring the debris is eligible, to quantifying and accurately documenting 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 to provide 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.

3.0 DESCRIPTION OF SERVICES

The DMC shall provide disaster debris monitoring management services to support the City in the management of disaster debris removal & recovery resulting from but not limited to catastrophic events such as hurricanes, floods, or tornadoes. When a major disaster occurs or is imminent, the City will contact the DMC to advise them of the intent to activate the contract. 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. In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the DMC should be prepared to respond immediately after tropical sustained winds have receded to below 40 mph in Calhoun County.

The contractor shall be capable of assembling, directing, and managing a workforce that can complete the debris monitoring operations in a **maximum of 120 calendar days**. The contractor shall meet the accelerated debris removal timeframes outlined by FEMA in the latest Public Assistance Program and Policy Guide (PAPPG) and Disaster Recovery Reform Act (DRRA).

The DMC shall monitor DRC activities to ensure satisfactory performance. Monitoring includes:

- verification that all debris picked up is from public property or right-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.

All work shall fully comply with the requirements of the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state, and Federal Disaster Specific Guidance (DSG) documents, and FEMA latest fact sheets and policies.

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

1. Project Manager Responsibilities:
 - a. Assist the City as needed with the proper procurement of a Debris Removal Contractor(s);
 - b. Ensure a sufficient number of trained debris monitors are available to monitor all “first push”, cut and toss debris clearance operations, “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 Debris 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 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 the 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 & Materials contract).
- s. Record the hours equipment was used, including downtime of each piece of equipment by day (Time & 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 that may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- y. Document and report to the City damages that occur on public or private property as a result of DRC operations.

- z. Document and report to the City regarding any violations of TCEQ debris site conditions. 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, including but not limited to:
- 8. Field monitoring
- 9. Truck and trailer certification
- 10. Load ticket process development, validation, and all accounting services
- 11. Filing/reporting of documents for the FEMA reimbursement process
- 12. Infrastructure damage and repair assessments.

4.0 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 specifically 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 Debris 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 a 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 the City with electronic copies of cost justification documentation sufficiently, all documentation and information related to the project shall be surrendered to the City upon completion of the project.

5.0 REPORTING

Unless otherwise specified, the DMC shall provide daily status reports of the debris removal operations, prepare interim reports (as directed by the City), and 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/tons 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 yards/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 the identification of weaknesses in the operations and recommendations for future debris activities.

6.0 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.

7.0 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.

8.0 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

9.0 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's Debris 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.

10.0 ANNUAL SERVICES

DMC shall provide the following annual services to the City: (if there are specific additional fees for this, indicate so in the proposal)

1. Attend one (1) meeting annually for pre-event planning to occur in April or May of each year.
2. Prepare and present at the annual meeting, a written plan of operations to the City, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors.
3. Review and visit with City staff, the DMS location(s) to be used (as applicable).

11.0 MONITORING LOCATIONS

Anticipated locations to be monitored:

1. Public rights-of-way within the City
2. Potential Debris Management Site(s):
 - Calhoun County Fairgrounds site (Airline Drive)
 - Old Landfill site at the Harbor of Refuge (south of town)
 - Other sites may be leased by the DRC

12.0 INVOICING/PAYMENT

1. DMC shall submit invoices no less often than a monthly basis and no more often than a bi-monthly basis to the City.
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, perform DRC invoice verification for the City, and resolve 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's Debris 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's Debris 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, and Roving Debris Monitors.
8. Billable time shall be limited to hours when debris-hauling trucks are in operation. The City's Debris 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 truckload tickets.
9. 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.
10. No overtime rates will be paid.
11. 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.
12. Payment of expenses considered incidental to the execution of the contract is 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.

13.0 COMPLIANCE WITH 44CFR AND 2CFR PART 200 and other requirements

Services required may include, but may not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of the City's and any federal, state, or local funding agency such as FEMA, FHWA, EPA, TCEQ, HUD/CDBG-DR or others when required. Specifically, the Contractor shall be responsible for being knowledgeable and performing an and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes, and ordinances:

- latest publication of the FEMA Public Assistance Debris Monitoring Guide.
- 2CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200>
- Code of Federal Regulations, 4 CFR part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments <https://www.ecfr.gov/current/title-44/chapter-I/subchapter-D/part-206?toc=1>

Additional provisions have been required by Federal awarding agencies that must be included in all contracts involving Federal funds covering the following, as applicable:

- Suspension and debarment (§200.213)
- Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms (§200.321)
- Procurement of recovered materials (§200.322)
- Equal Opportunity Clause (§60-1.4)
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
- Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
- Compliance with Copeland “Anti-Kickback” Act

All work shall fully comply with the requirements of the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state, and Federal Disaster Specific Guidance (DSG) documents, and FEMA latest fact sheets and policies.

14.0 EVALUATION CRITERIA

Proposal Evaluation

The City will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this 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 to accept any proposal that 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 this 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.

15.0 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.

Proposals should be organized, tabbed by letters below, and shall respond to each of the Criterion listed below in the same order listed. **ORIGINAL PROPOSAL SHALL BE EASILY REPRODUCIBLE. DO NOT BIND OR STAPLE ORIGINAL. ALL PROPOSAL COPIES SHALL BE SUBMITTED IN BINDERS.**

One (1) original and Three (3) hard copies of the proposal as well as one digital PDF on a thumb drive are required. The proposal must be signed by a person having the authority to bond the firm in a contract.

The Proposal must clearly indicate **“City of Port Lavaca- RFP 2024-06.05 – DEBRIS MANAGEMENT AND MONITORING”**.

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:

Qualifications/Experience

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

1. 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, the number of years providing these services, and the number of staff your firm employs.
2. 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.
3. Organizational Structure and Chain of Command Chart
4. 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.
5. Past Performance: Provide a list of the firm's disaster debris monitoring projects completed within the past ten (10) years (include all projects within the State of Texas) that are equivalent to the anticipated debris of a minimum Category 1 storm, including the public agency, their contact information, FEMA contacts, name of the project, and dollar value.
6. Documentation of past safety performance. Include the company's safety log summaries to the OSHA and those of proposed subcontractors for the 2020, 2021, 2022, and 2023 calendar years.
7. 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.
8. State your firm's bonding capacity. Attach a letter from your firm's bonding company stating its rating and the maximum amount in which your firm can be bonded.
9. A 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.
10. 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.
11. 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.
12. 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.
13. Submit a result of a www.sam.gov search indicating the firm and its owner(s) are in good standing with the OFCCP and not on the debarment list.

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:

1. Provide all proposed staffing (administrative and field). Include personnel by title and quantities generally provided per each DMS, in the field, etc. The Proposer must provide reasonable assurance that the identified personnel will be available to work on future projects.
2. Subcontractors: Provide a list of subcontractors and the percentage of work to be performed by each one. Indicate participation by local subcontractors. All subcontractors must obtain results from www.sam.gov .
3. Equipment: Provide details of the firm's fleet, and inventory of equipment and supplies that will be available following a disaster event. Include the location of the warehouse(s) used to store the 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.
4. Provide an estimate of the current workload and future commitments to other emergency response contracts both in man-hours per year and a percentage of the total workload for all key project personnel.
5. Current Contracts: Provide a list of all of the firm's contractual obligations within Texas for similar disaster debris monitoring services. Include the name of a public agency, their contact information, and FEMA contacts (if available). Describe the firm's ability to manage the 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 the firm's full force of manpower and equipment.
6. 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.

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 a breakdown of the time required to perform each associated task.
 - b. DMS monitoring procedures, including automated debris tracking and reporting systems, truck capacity monitoring, truckload 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, tracking, 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 recover
 - s. Demobilization
 - t. Audit support
2. Provide additional pertinent information as needed.
 3. Describe materials and assistance needed from the City.

FEMA / Other Government Agencies with Jurisdiction - Reporting and Reimbursement

Describe firm's reporting and reimbursement management program. Provide information about the Automated Debris Management Software (ADMS) that will be used.

Compensation

Provide the compensation schedule in Attachment A. The hourly rates shall be fully burdened to include all costs, all applicable overhead, and profit (including lodging, meals, and transportation). For contractual responsibilities required under this solicitation, the City of Port Lavaca will plan on using the standard services contract provided by the firm selected, with amendments as may be recommended by the City Attorney.

Insurance

Provide a copy of current insurance certificates or policy declarations page. The City will require the firm with which a contract 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 the same and in what coverage amounts.

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.

Drug and Alcohol Testing

The Contractor shall provide a drug and alcohol testing policy **with 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 immediate removal from the work site.

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.

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 this RFP.

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	150		
2	DMS and Field Supervisors	350		
3	Field Monitors	2,000		
4	Operation Manager	150		
5	DMS and Tower Monitors	1000		
6	GIS Specialist	40		
7	Data Entry Manager	60		
8	Billing/invoice Analyst	80		
9	Administrative Staff	250		
TOTAL SECTION A:				

***Quantities and hours shown are for price proposal evaluation purposes only and do not represent the 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. *Based upon the estimated project hours provided in Section A and your experience, please estimate the number of hours that the Additional Required Staff Positions will be required.

Item No.	Position	Hours*	Hourly Rate	Extended Cost
TOTAL SECTION B:				

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	Extended Cost
TOTAL SECTION C:			

Proposer (Company Name) _____

Authorized Representative (Print) _____

Authorized Representative (Signature) _____

Date: _____

ADDENDUM NO. 1

REQUEST FOR PROPOSAL (RFP)

FOR DEBRIS MANAGEMENT AND MONITORING

RFP 2024-06.05

Date: 06.18.2024

Please make the following changes to RFP 2024-06.05

- **14.0 EVALUATION CRITERIA**

Add the following:

The points shall be assigned by a scoring committee based upon their discretion after careful review of all respondents. Points for compensation will be assigned based upon how the cost proposals compare to the independent estimate and fit within the range of cost proposals received.

- **Attachment A - Pricing Schedule**

Clarification: The estimated hours for Field Monitors is 2,000 hours

Clarification: The cost for use of ADMS should be included in the hourly rates provided for each position

There are no other changes to RFP 2024-06.05



Interim City Manager
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