



GARDEN CITY

Office of the City Manager
City Hall/100 Central Avenue
Garden City, Georgia 31405

Ronald A. Feldner, P.E.
City Manager

MEMORANDUM

To: Mayor and City Council
From: Ron Feldner, City Manager
Date: October 26, 2016
Re: Debris Monitoring & Public Assistance Consulting Services RFP Review and Evaluation

The purpose of this is to review and evaluate the Request for Proposal (RFP) Packages that were submitted to the City on October 24, 2016 and to provide for a recommendation of award. The City undertook this procurement in response to specific needs that resulted from damage inflicted upon the City due to Hurricane Matthew. On October 7-8, 2016, Hurricane Matthew severely impacted Garden City with over 12 inches of rainfall and sustained winds in excess of 40 mph for a period of several hours. The resulting damage from the storm impacts included severe damage to the City's utility systems and public property as well as leaving over 25,000 cubic yards of storm-related debris in its wake. The City, having followed the State of Georgia in declaring a local state of emergency in accordance with applicable City policies, undertook actions to protect the community during the storm and then to immediately began mobilizing to recover from the storm by commencing repairs to its infrastructure and starting to clear the debris which was dangerously clogging the public roads and threatening public safety. Accordingly, there was a need to expedite the City's regular competitive procurement process in accordance with applicable sections of the Garden City Purchasing Policy dated January 1, 2011, in order to address the City's immediate need for a debris monitoring contractor and an emergency public assistance consultant while, at the same time, satisfying the City's responsibility to select a consultant in an open and competitive manner.

The City researched multiple options in which to engage the necessary services and the City staff ultimately determined that an emergency procurement was the most appropriate method and the only option that was practical. Following a meeting with CEMA and the other local governments in Chatham County on October 18, 2016, the City made the decision to solicit proposals for the needed services. A RFP was developed with a timeline to review and respond of October 19 to October 24 (at 2:00 pm). The RFP package (copy attached) was disseminated via email on October 19, 2016 at 8:00 am to five experienced firms that had either contacted the City about assisting us with these services or was currently working for other local governments in Chatham County providing these type services. In addition to this direct dissemination email, the RFP was posted on the City website at that same date and time under the "For Business/Bids & Proposals" drop down for public review.

The RFP stated that the City encouraged the participation of small business enterprises and/or minority business enterprises. The City received questions from prospective proposers during the solicitation period and issued one addenda (copy attached) that was posted to the City website under the aforementioned heading.

On October 24, 2016, the City received four (4) proposals ahead of the 2:00 pm deadline stated in the RFP and the City conducted a review of the proposals submitted which is outlined in detail in this memo.

Under this RFP, the City was seeking to engage a consultant that could offer the City the highest quality and most desirable Disaster Debris Monitoring and Public Assistance (PA) Consulting Services that would result in the greatest benefit to the City. As part of the RFP, the City sought information and details from prospective consultants regarding the following information:

- Firm and Key Personnel Experience
- Qualifications on Coastal Disaster Projects (FEMA-Region IV)
- Key Staff Project Understanding and Approach
- Debris Management and Reporting Systems
- Cost Proposal/Unit Rates

The RFP stated that the City would review and evaluate the proposals using the following scale:

Firm and Key Personnel Experience	35
Qualifications on Coastal Disaster Projects (FEMA-Region IV)	25
Key Staff Project Understanding and Approach	20
Management Systems/Reporting Systems/Training Manual	10
Cost Proposal/Unit Rates	10
TOTAL	100

In accordance with the criteria spelled out in the RFP and as generally summarized herein, a committee of City staff consisting of the persons listed below performed a review and evaluation of the four (4) proposals that were submitted. The committee consisted of the following:

Ron Feldner, City Manager
 Blake Hodge, Fire Chief/EMA Director
 Jackie Jackson, Special Projects Coordinator

A table summarizing the reviews of the submittals is shown below and the detailed summary for each submittal is attached.

	ROSTAN	ATKINS	TETRA TECH	THOMPSON
Firm & Key Personnel Experience	32/ 35 Points	23/ 35 Points	25/ 35 Points	18/ 35 Points
Qualifications on Coastal Disaster Projects (FEMA-Region IV)	23/ 25 Points	15/ 25 Points	17/ 25 Points	13/ 25 Points
Key Staff Project Understanding and Approach	17/ 20 Points	10/ 20 Points	15/ 20 Points	9/ 20 Points
Management Systems/Reporting Systems/Training Manual	9/ 10 Points	5/ 10 Points	9/ 10 Points	5/ 10 Points
Cost Proposal/Unit Rates	8/ 10 Points	8/ 10 Points	8/ 10 Points	5/ 10 Points
SUMMARY	89/ 100	61/ 100	74/ 100	50/ 100

Based on the staff’s review of the four submittals, the City selected the proposal submitted by Rostan Solutions, LLC. Of the four (4) submittals, Rostan was the only consultant to submit a comprehensive, detailed approach as to how the firm would go about providing the City with long-term PA Consulting Services. While the debris monitoring services will extend for a period of several weeks, the PA services will likely go on for at least 24 months and beyond. As a result, the proposed consulting agreement is for an initial two (2) year term with an option to renew for an additional two (2) years to allow for adequate time to secure all eligible reimbursements from FEMA related to Hurricane Matthew. Accordingly, the PA services element of submittal was weighted larger than then debris monitoring element.

As permitted within Garden City’s Code of Ordinances; Chapter 26, Emergency Services, and the adopted Garden City Purchasing Policy dated January 1, 2011, the City Manager immediately commenced negotiations with the highest ranked firm Rostan Solutions, LLC to ensure the City’s debris removal efforts could be initiated expeditiously on October 31, 2016. As part of the contracting process, the City staff checked to ensure that Rostan Solutions LLC did not have any conflicts of interest that would preclude the award and that no one from the City had any financial interests to this firm that would compromise the award and contract.

Please contact me with any questions regarding the information contained in this memo.

Consultant: ROSTAN SOLUTIONS LLC	
<p><u>Firm and Key Personnel Experience:</u> The quality and completeness of the proposal was excellent. Comprehensively demonstrated the firm has the knowledge and expertise to present and address the scope of work in a concise, detailed and thorough manner. Rostan's past project experience was relevant to the Coastal Region including Regions IV. Teaming with Thomas and Hutton to provide local, qualified staff that are located full-time within Chatham County was also a benefit.</p>	32/35
<p><u>Qualifications on Coastal Disaster Projects:</u> Rostan's coastal experience and expertise included work for FEMA Region IV directly related to hurricanes, tornados and flooding, all of which resulted in similar debris removal and management projects.</p> <p>Rostan was the only consultant to submit a detailed approach to how the firm would go about providing long-term Public Assistance (PA) consulting services. Additionally, the firm detailed how they would be assisting with compiling records and assisting the City with the preparation of required forms for FEMA reimbursement.</p> <p>Rostan was also the only firm to offer public information and media assistance with regards to any damage complaints resulting from the debris removal. All complaints will be tracked and forwarded for resolution by the debris contractor and all property damage complaints and photographs are tracked using GPS.</p> <p>Rostan will also offer assistance in pursuing FEMA reimbursement funding as well as offer vulnerability assessments after the event.</p>	23/25
<p><u>Key Staff Project Understanding and Approach:</u> Rostan presented a package that exhibited an understanding of the project and overall scope of work, the approach that needed to be taken in addition to preparing deliverables to ensure the City's highest reimbursement rate from FEMA. Lastly, the project schedule mirrored what each of the other firms estimated the time would take from start to finish (1 month) validating the firm's estimated time-frame for completion.</p>	17/20
<p><u>Management Systems/Reporting Systems/Training Manual:</u> Rostan has an automated debris management system (Haul Pass) utilizing GPS technology that can provide real-time information to the user and the City. The electronic debris management system eliminates the need for hand written and scanned tickets. This allows the City to ask and receive expeditiously, routine updates and totals on the debris collection process to include at minimum specifics on collection, transport and disposal of disaster debris from all load tickets.</p>	9/10
<p><u>Cost Proposal/Unit Rates:</u> A Billing Rate Schedule was included for all employees who might possibly be engaged in providing professional services under both the debris management and public assistance efforts. The firm's rates were comparable with the other firm's proposals.</p>	8/10
Total	89/100

Consultant: ATKINS CONSULTING SERVICES	
<p><u>Firm and Key Personnel Experience:</u> The quality of the proposal was sufficient however, the proposal provided very little description on the Public Assistance (PA) aspect of the project within the approach and deliverables section of the proposal and was therefore lacking in the opinion of the City. There was mention of a PA specialist but no detail was given on who it would be or what they would be working with the City on after the debris removal had been completed.</p>	23/35
<p><u>Qualifications on Coastal Disaster Projects:</u> Atkins' coastal Georgia experience and expertise included FEMA Region IV examples directly related to hurricanes, tornados and flooding, all of which result in similar debris removal and management projects. Additionally, Atkins is already mobilized at Tybee Island at this time which was beneficial.</p> <p>Atkins did not submit a detailed approach on how the firm would go about providing long-term PA consulting services. Atkins did however detail how they would be assisting with compiling records and assisting the City with the preparation of required forms for reimbursement.</p> <p>Atkins will offer assistance in pursuing FEMA reimbursement funding after the event.</p>	15/25
<p><u>Key Staff Project Understanding and Approach:</u> Atkins presented a package that exhibited an understanding of the project and overall scope of work, however, Atkins did not submit a detailed approach on how the firm would go about providing long-term PA consulting services.</p> <p>Lastly, there was no mention of an estimated timeline based on the known cubic yards conveyed by the City in the RFP.</p>	10/20
<p><u>Management Systems/Reporting Systems/Training Manual:</u> Information on Atkins data management suite was very limited; therefore, it was questioned as to whether the firm would be able to quickly provide the City routine updates and totals on the debris collection process to include at minimum specifics on collection, transport and disposal of disaster debris from all load tickets.</p>	5/10
<p><u>Cost Proposal/Unit Rates:</u> A Billing Rate Schedule was included for all employees who might possibly be engaged in providing professional services under primarily debris monitoring services but very little detail on the professionals that would be providing the PA services over the long term. The firm's debris monitoring rates were comparable with the other firm's proposals.</p>	8/10
Total	61/100

Consultant: TETRA TECH	
<p><u>Firm and Key Personnel Experience:</u> The proposal did not provide much detailed information on the Public Assistance (PA) aspect of the project. Tetra Tech’s past project experience for debris monitoring was very relevant to the Coastal Region.</p> <p>The question was raised why the firm would not already have monitoring staff in place for the debris sites, crews, and towers and whether there would be enough time to hire enough staff in time for the October 31, 2016 start date.</p>	25/35
<p><u>Qualifications on Coastal Disaster Projects:</u> Tetra Tech’s coastal Georgia experience and expertise included FEMA Region IV examples directly related to hurricanes, tornados and flooding, all of which result in similar debris removal and management projects.</p> <p>Tetra Tech did not submit a detailed approach on how the firm would go about providing long-term Public Assistance (PA) consulting services.</p>	17/25
<p><u>Key Staff Project Understanding and Approach:</u> Tetra Tech presented a package that exhibited an understanding of the project and overall scope of work, however, Tetra Tech did not submit a detailed approach on how the firm would go about providing long-term PA consulting services.</p> <p>The project schedule did mirror what each of the other firms estimated the time would take from start to finish (1 month) validating the firm’s estimated time-frame for completion.</p>	15/20
<p><u>Management Systems/Reporting Systems/Training Manual:</u> Tetra Tech has an automated debris management system (RecoveryTrac) utilizing GPS technology that can provide real-time information to the user and the City. The electronic debris management system eliminates the need for hand written and scanned tickets.</p>	9/10
<p><u>Cost Proposal/Unit Rates:</u> A Billing Rate Schedule was included for all employees who might possibly be engaged in providing professional services under both the debris management and PA efforts. The firm’s rates were comparable with the other firm’s proposals.</p>	8/10
Total	74/100

Consultant: THOMPSON CONSULTING SERVICES	
<p><u>Firm and Key Personnel Experience:</u> The quality and completeness of the proposal was sufficient however, the proposal did not provide much description on the Public Assistance (PA) aspect of the project within the approach and deliverables section of the proposal.</p> <p>The question was raised why the firm would not already have debris monitoring staff in place and whether there would be enough time to hire enough staff in time for the October 31, 2016 start date.</p>	18/35
<p><u>Qualifications on Coastal Disaster Projects:</u> Thompson's past project experience listed as having been within the FEMA Region IV area was limited. However, Thomson is already mobilized within Chatham County at this time.</p> <p>Thompson did not submit a detailed approach on how the firm would go about providing long-term Public Assistance (PA) consulting services. Thompson did however detail how they would be assisting with compiling records and assisting the City with the preparation of required forms for reimbursement.</p>	13/25
<p><u>Key Staff Project Understanding and Approach:</u> Thompson did not provide an adequately detailed report of the key staff and their experience. The proposal also did not provide much description on the PA aspect of the project within the approach and deliverables section of the proposal and was therefore incomplete. Lastly, there was no mention of an estimated timeline based on the known cubic yards conveyed by the City in the RFP.</p>	9/20
<p><u>Management Systems/Reporting Systems/Training Manual:</u> Information on Thompson's data management suite was very limited; therefore, it was questioned as to whether the firm would be able to quickly provide the City routine updates and totals on the debris collection process to include at minimum specifics on collection, transport and disposal of disaster debris from all load tickets.</p>	5/10
<p><u>Cost Proposal/Unit Rates:</u> There was no billing rate schedule provided for any providing professional services under public assistance efforts. The firm's debris management rates were comparable with the other 3 firm's proposals.</p>	5/10
Total	50/100

REQUEST FOR PROPOSAL (RFP)
for
DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES

The City of Garden City invites qualified firms to respond to this request for proposal (RFP) by providing their qualification and experience for consideration to provide Disaster Debris Monitoring & Public Assistance Services via a Task Order Contract Agreement.

The City of Garden City seeks qualified firm(s) to assist Garden City and its debris hauling and disposal company (Crowder Gulf) in the monitoring of approximately 30,000 cubic yards (CY) of disaster debris. This RFP includes oversight of the collection and disposal operations on behalf of the City of Garden City, ensuring compliance with Federal requirements and applicant debris management plans as related to Consultant oversight, truck measurements, load ticket preparation and issuing, report preparation and project administration. The Debris Monitoring Consultant shall provide all management, supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris (in cubic yards) being delivered by trucks to each disposal site, and support the operations of the field supervisor(s), debris loading and tower/site monitors, and clerical staff.

The RFP should be limited to no more than 10 pages and address the following:

- Description and history of the firm focusing on previous governmental experience related to the requested services.
- Office location and key personnel responsible for this project to include the contract manager, phone number and e-mail address
- Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- Recent experience managing coastal disaster recovery operations including, but not limited to: Right-or-Entry debris removal, and C&D debris separation and removal.
- Provide at least three references for which the firm has satisfactory completion of disaster debris monitoring services within the past two (2) years that are similar to the requirements in the Scope of Services. Two of the references shall be from government entities for hurricane debris monitoring experience involving a minimum of 100,000 cubic yards of debris. Provide the contract manager's contact name, address, e-mail address, telephone numbers and date of the contract for each disaster response or project.
- The scope, project budget, and operational duration of the above-mentioned disaster debris monitoring events.
- Summarized past relevant experience for each response should include the following:

1. Type of disaster—hurricane, tropical storm, tornado, etc.
 2. Type of jurisdiction—city, county, district, or combination
 3. Collection debris monitoring assignments
 4. Debris monitoring assignments
 5. Final disposal debris monitoring functions
 6. FEMA reimbursement actions and issue resolution
 7. List of references
- Provide an organizational chart, resumes, and summary of key project staff qualifications. Key management and project staff may include, but not be limited to:
 1. Project manager
 2. Collection and disposal operations managers
 3. GIS Analyst
 4. Field Supervisors
 5. Environmental Specialist(s)
 6. Debris Site/Tower Monitors
 7. Field Coordinators (Crew Monitors)
 8. FEMA reimbursement specialist
 9. Load Ticket Data Entry Admin (QA/QC)
 10. Billing/Invoice Analysts

Key project staff must be full time employees of the proposing firm and have experience in the following:

- a.) Experience demonstrating current capacity and current expertise in debris removal, waste disposal and Public Assistance Consulting. The proposer must demonstrate experience managing hurricane debris monitoring for at least five government entities involving a minimum of 100,000 cubic yards of debris for each client.
- b.) Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c.) Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, FEMA appeals processing, hauler invoice reconciliation and contracting.

Once deployed, the Consultant is expected to perform the requested services in accordance with the attached Master Services Agreement.

Selection Criteria

The following weighted criteria will be utilized to select the consultant awarded this contract.

Firm and Key Personnel Experience	35
Qualifications on Coastal Disaster Projects (FEMA-Region IV)	25
Key Staff Project Understanding and Approach	20
Management Systems/Reporting Systems/Training Manual	10
Cost Proposal/Unit Rates	10
TOTAL	100

Firms or companies desiring to provide services, as described in the scope of services, shall submit proposals no later than **2:00 p.m. on Monday, October 24, 2016** to Jackie Jackson, Special Projects Coordinator 100 Central Avenue, Garden City, GA 31405. Email submittals to Jackie Jackson at jjackson@gardencity-ga.gov will be acceptable but the proposer must ensure receipt by the City staff before 2:00 pm. Misdirected submittals will not be accepted, therefore verification of receipt by Garden City is requested by contacting the following point of contact:

City of Garden City
Jackie Jackson
Special Projects Coordinator
O: 912-963-2768
C: 912-657-2768

Offers by telephone or telegram shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of where the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her proposal reaches the City. The time and date for receipt of proposals will be scrupulously observed. The City shall not be responsible for late deliveries or mail delays. All proposals will be opened publicly.

Terms and Conditions

The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified proposer, if a successful proposer does not execute a contract within forty-eight (48) hours after approval of the selection by the City.

City reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the City.

The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of ten (10) days, to provide to the City the services set forth in this RFP, or until one or more of the proposals have been awarded.

Costs of preparation of a response to this request for proposals are solely those of the proposer. The City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

The contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the City, for purposes of inspection, reproduction and audit without restriction.

Please note that Garden City encourages the participation of small business enterprises (SBEs) and/or minority business enterprises (MBEs) in this procurement.

Scope of Services for Debris Monitoring Services

General

Provide debris monitors and debris monitoring services to assist the City of Garden City with monitoring the operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided includes contract compliance, supervision, monitoring, documenting and inspection. All debris monitoring activities shall comply with current FEMA guidance and local, State, and Federal regulations. Debris sites will operate approximately up to 12 to 14 hours per day, and up to 7 days per week.

Upon commencement of work, the Consultant will provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.

The selected contracting firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the City. Specific services include:

- a. Consultant will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or the City.
- b. The Consultant will employ and maintain on the worksite(s) a qualified accessible supervisor(s) and provide the City with a Principal-in-Charge/Project Manager, who shall have full authority to act on behalf of the Consultant, and all communications given to the Principal-in-Charge/Project Manager in writing by the City's authorized representative shall be as binding as if given to the Consultant.
- c. Consultant shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites, debris management sites or final disposal sites.
- d. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- e. Support with the selection and permitting of debris locations and other permitting/regulatory issues as requested.
- f. Daily scheduling work for team members and contractors.
- g. Hiring, scheduling, and managing field staff.
- h. Consultant shall remove and replace employees immediately upon notice from the City for conduct or actions not in keeping with the contract.
- i. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- j. Assisting the City with responding to public concerns and comments.
- k. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- l. Operating a database application/automated debris management system to account for the eligible collection, transport and disposal of disaster debris to include entering all load tickets.
- m. Digitization of source documentation at each loading site to include:
 - Collection Date/Time
 - Address
 - Type (Vegetative Debris, Construction and Demolition Debris, Other)
 - Location within the Public ROW
 - Pile Size (Small, Medium, Large)
 - Truck ID
 - Person imputing the data
 - Geographic Coordinates (Lat / Long)
 - Photos to include a picture of the debris pile and a picture of the truck, with Truck ID
 - Additional Photos as needed
- n. Developing daily operational reports to keep the City informed of work progress.

- o. Development of maps, GIS applications, etc. as necessary.
- p. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- q. Final report and appeal preparation and assistance. The Consultant will provide assistance to the City in completing any and all forms necessary for reimbursement from state and federal agencies relating to eligible cost arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement request, the preparation and submittal of all necessary cost substantiations, and preparing replies to all agency requests, inquiries, potential denials, and appeals.
- r. Post event consulting services to assist in addition to debris monitoring to include, but not limited to:
 - Assistance with federal and state reimbursement efforts.
 - Performance analysis to determine in what way ongoing and future efforts may be improved with regards to the collection and removal of debris.

Personnel Requirement and Responsibilities

Debris Monitoring Field Supervisor

Consultant will identify one debris monitoring field supervisor for debris loading site monitors. Services include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities
- Scheduling debris monitoring resources and deployment timing
- Communicating and coordinating with City Personnel
- Providing suggestions to improve the efficiency of collection and removal of debris
- Coordinating daily activities and future planning
- Remaining in contact with the debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- Documenting and recording measurements and computations
- Documenting truck hauling compartment condition using digital photographs
- Preparing a master log book of all hauling equipment used by the City's debris removal contractors
- Compiling, reconciling and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)

Debris Monitors

Consultant will provide trained debris monitoring personnel to oversee the loading of eligible debris at collections sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites.

Consultant will perform on-site, street level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel at all loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load
- Checking the area for safety considerations such as downed power lines and children playing in the area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
- Ensuring that Freon-containing appliances are sorted and separated apart from yard debris. The Consultant is not responsible for disposal of Freon-containing appliances.
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment
- Documenting the following information at each loading site:
 1. Collection Date/Time
 2. Address
 3. Type (Vegetative Debris, Construction and Demolition Debris, Other)
 4. Location within the Public ROW
 5. Pile Size (Small, Medium, Large)
 6. Truck ID
 7. Person imputing the data
 8. Geographic Coordinates (Lat / Long)
 9. Photos to include a picture of the debris pile and a picture of the truck, with Truck ID
 10. Additional Photos as needed
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are properly contained before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

Debris Tower/Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in cubic yards (CY) for all contractor trucks and trailers prior to commencement of debris hauling operations
- Documenting measurements and computations
- Completing records for contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

Clerical Staff/Data Entry Staff

Consultant will provide clerical staff/data entry staff as required to implement and maintain a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes, to enter load ticket information into the consultant's information management systems and to supervise the preparation of detailed estimates for submission to the City and to provide periodic reports to the City, noting work progress and efficiency, current/revised estimated, project completion, and other schedule forecasts/updates.

Schedule

The field work shall begin upon notice to proceed and continue for no longer than 120 days, unless extended by the City of Garden City with 10 days written notice under the Post Event Consulting terms shown below.

Public Assistance Consulting Services

The City of Garden City is also requesting public assistance consulting services in addition to debris monitoring to include, but not limited to:

- a. Identification of eligible emergency and permanent work.
- b. Damage Assessments.
- c. Assistance in attaining Immediate Needs Funding including applicable grant programs.
- d. Prioritization of recovery workload.
- e. Loss measurement and categorization.
- f. Insurance evaluation, documentation adjusting and settlement services.
- g. Project Worksheet generation and review.
- h. Federal and state reimbursement support.

- i. Staff augmentation with experienced Public Assurance Coordinators and Project Officers.
- j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review.
- k. Appeal services and negotiations.
- l. Reconstruction and long-term infrastructure planning.
- m. Final review of all emergency and permanent work performed.
- n. Performance analysis to determine in what way ongoing and future efforts may be improved with regards to the collection and removal of debris.

Term

Upon acceptance of the terms by both the Consultant and the City of Garden City, the City would enter into a 24-month consulting contract term with an option to renew for an additional 2 years thereafter (or 48 months total).

Deployment

Consultant must be prepared to deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, consultant shall be prepared to increase the number of debris monitors for the City to use as needed.

MASTER SERVICES AGREEMENT
FOR
DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES

THIS AGREEMENT, made and entered into this ____ day of October 2016, by and between **CITY OF GARDEN CITY, GEORGIA**, with its principal office at 100 Central Avenue, Garden City, GA 31405, hereinafter referred to as "OWNER", and _____, providing professional services with its office at _____, hereinafter referred to as "CONSULTANT".

WHEREAS, OWNER, desires to receive the consulting services from CONSULTANT related to **DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES**, with a scope generally defined by the OWNER's Request for Proposal (RFP) and CONSULTANT'S proposal presented in Appendix A; and

WHEREAS, OWNER is desirous of engaging the services of said CONSULTANT to perform or furnish said services, and CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

NOW, THEREFORE, said OWNER and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

Article I – Professional Engagement

OWNER hereby engages CONSULTANT, as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional and related services as set forth herein. CONSULTANT may retain qualified sub-consultants to assist in the performance of professional services.

CONSULTANT is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint-venture of OWNER. CONSULTANT shall have the exclusive supervision, direction and control of all employees, sub-consultants, subcontractors, suppliers, materials, equipment and facilities, employed, contracted with, or used by, CONSULTANT in performing or furnishing services under this Agreement.

Article II – Term of Contract

The initial term of the Agreement between the OWNER and CONSULTANT shall be for a 24-month period beginning on the date of this Agreement. The Agreement may be renewed, at the discretion of the OWNER, for up to two additional 12-month terms such that the maximum terms would not exceed 48 months. If the OWNER desires to extend the Agreement, written notice to the CONSULTANT is required.

If the Agreement will not be extended, the OWNER will provide written notice to CONSULTANT 60-days prior to the end of the Agreement term.

Article III – Scope of Services

The scope of services performed or furnished by CONSULTANT under the terms of this Agreement is defined in Appendix A and in the executed Task Orders pursuant hereto which will authorize CONSULTANT to perform specific services related to the project. Unless modified in writing by both parties through a Task Order, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. Any additional fees associated with services not included in Appendix A or authorized Task Orders must be defined and agreed to by OWNER in writing prior to initiation of those services.

Article IV – Cooperation by OWNER

OWNER shall, to the extent reasonable and practicable, cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for Consultant to perform or furnish services under this Agreement; and providing relevant material available from OWNER's files and records.

OWNER shall appoint the City Manager or his designee as OWNER'S REPRESENTATIVE with respect to the services to be performed under this Agreement. OWNER'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies. CONSULTANT shall be entitled to rely on representations made by OWNER'S REPRESENTATIVE unless otherwise specified in writing by OWNER.

Article V – Schedule

A schedule for carrying out services performed by CONSULTANT under the terms of this Agreement is set forth in Appendix A and in the executed Task Orders. CONSULTANT will perform or furnish all services under this Agreement in accordance with applicable requirements.

OWNER will be kept informed as to the progress of the services under this Agreement under the terms presented in Appendix A and the executed Task Orders. Neither party shall hold the other responsible for damages caused by, arising out of, or resulting from, delays beyond the control of the other party. Delays in work performed by CONSULTANT'S Sub-consultants are deemed to be delays within the control of CONSULTANT.

Article VI – Assignment of Contract

CONSULTANT shall not assign this Agreement or any portion of the services to be performed or furnished hereunder without prior written approval of OWNER.

Article VII – Ownership of Work Products

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service and the CONSULTANT shall retain an ownership and property interest therein. OWNER shall be furnished original copies of all documents for its use, information and reference. CONSULTANT shall provide OWNER both hard and electronic copies of all deliverables including reports, drawings, computer files, etc. as specified in each executed Task Order.

Article VIII – Payment and Fee Schedule

Invoices for CONSULTANT's services shall be submitted, at CONSULTANT's option, either upon completion of such services or on a monthly basis (unless noted otherwise in the executed Task Order) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance

at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the OWNER shall pay all costs of collection, including attorney's fees.

The CONSULTANT's Billing Rate Schedule is included in Appendix "A" and applies to those employees of the CONSULTANT who are engaged in providing professional services under this AGREEMENT. Direct expenses (including subconsultants hired by the CONSULTANT) will be invoiced as allowed by FEMA as it pertains to reimbursement. The CONSULTANT stipulates that the labor category billing rates may not be revised for the initial one year period contemplated in this Agreement.

Article IX – Suspension of Work

OWNER may, at OWNER'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONSULTANT may suspend the services under this Agreement in the event OWNER does not make payment in accordance with the payment terms in Article VIII. The services under this Agreement will only be suspended for non-payment after written notice is received by OWNER from CONSULTANT of its intention to suspend performance and a cure period of seven (7) days after receipt of this notification by OWNER. The time for completion of the services under this Agreement shall be extended by the number of days the services under this Agreement is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiations, and both parties shall have the option to terminate the services under this Agreement on the suspended portion of project in accordance with Article X.

Article X – Termination of Services Without Cause

OWNER, by notifying CONSULTANT in writing, may terminate without cause any or all of the services covered by this Agreement. In the event of such termination, CONSULTANT shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of closing out the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed upon in the executed Work Order. All charges thus incurred, together with associated expenses reasonably incurred by CONSULTANT and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of subconsultants, rental agreements, etc.), shall be payable by OWNER within thirty (30) days following submission of a final statement by CONSULTANT. However, in the event that termination of said Agreement with CONSULTANT occurs at the completion of a specific phase of the services, the aforesaid provision for the proper close out will not apply unless agreed to by OWNER under a specific Task Order. The payment provided for under this Article shall constitute full satisfaction of any obligation OWNER has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONSULTANT pursuant to this Agreement and any and all liabilities or damages arising out of or resulting from the termination of this Agreement.

Article XI – Indemnification and Hold Harmless

CONSULTANT shall indemnify and hold harmless OWNER and all of OWNER's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of CONSULTANT, anyone directly employed by CONSULTANT, or anyone for whose acts any of them may be liable.

Article XII – Limit of Liability

In recognition of the relative risks, rewards and benefits of the project to both the OWNER and CONSULTANT, the risks have been allocated such that CONSULTANT and the OWNER agree that, to the fullest extent permitted by the laws of the State of Georgia, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents and CONSULTANT's consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or

warranty express or implied of CONSULTANT or CONSULTANT's officers, directors, employees, agents or CONSULTANT's consultants or any of them, shall not exceed limits of CONSULTANT's professional errors and omissions liability insurance.

Article XIII – Insurance

CONSULTANT shall maintain the following insurance coverages, and will provide Certificates of Insurance to the City to verify such charges.

- a. Workers' Compensation - The CONSULTANT shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.

- b. Commercial General Liability - The CONSULTANT shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.

- c. Business Automobile Liability - The CONSULTANT shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL) or its equivalent.

- d. Professional Liability (Errors & Omissions) - The CONSULTANT shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be as least twice the required per claim limit.

Article XIV – Notices

Any notice required under this Agreement will be in writing and sent to the appropriate party at the address which appears below and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

_____	City of Garden City
_____	100 Central Avenue
_____	Garden city, Georgia 31405
Attn: _____	Attn: Ronald Feldner

Article XV – Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Article XVI – Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article XVII – Controlling Law

Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia. Any legal actions arising out of the performance of this Agreement shall be heard in the Chatham County, Georgia court system.

IN WITNESS WHEREOF, this Agreement has been executed by the respective duly authorized agent of OWNER and CONSULTANT, all as of the day and year first above written.

CONSULTANT: _____

OWNER: City of Garden City, GA

By _____

By _____

Name _____

Name Ronald Feldner

Title _____

Title City Manager

Date _____

Date _____

APPENDIX A INCLUDES:

OWNER'S Request for Proposal (RFP)

CONSULTANT's Proposal

CONSULTANT's Billing Rate Schedule

APPENDIX B INCLUDES:

Example TASK ORDER (TO)

AGREEMENT FOR CONSULTING SERVICES

BETWEEN

OWNER AND CONSULTANT

TASK ORDER NO. _____

This Task Order has been prepared in accordance with the Agreement for Consulting Services between CONSULTANT and OWNER, dated _____, 2016.

Scope of Services

(insert description of scope of services)

Schedule

(insert schedule)

Fee:

(insert fee proposal)

OWNER and CONSULTANT have caused this Task Order to be authorized as of the effective date of _____.

CONSULTANT

OWNER

Ronald Feldner

City Manager

Date _____

Date _____

ADDENDA #1**RFP for Debris Monitoring & Public Assistance Consulting Services**

The following questions were submitted in reference to The City of Garden City's *Request for Proposal (RFP) for Debris Monitoring and Public Assistance Consulting Services* dated October 19, 2016:

1. **Question:** *Selection criteria on Page 3 of the RFP contains an evaluation for a Cost Proposal. Did the City intend to request pricing in its Debris Monitoring RFP?*

Response: At this time, Garden City does not know the full extent of the scope of work that will be undertaken by the Consultant as part of this procurement since we've included both the debris monitoring task (likely to encompass only a few weeks) as well as the Public Assistance Consulting Services task which may encompass multiple years. As such, we will be focusing on the Consultant's unit rates as it relates to the expected short-term monitoring tasks and the longer-term consulting task.

2. The RFP references "Operating a database application/automated debris management system to account for the eligible collection, transport and disposal of disaster debris to include entering all load tickets."

Question: *Is an automated debris management system a requirement? Will the process of tracking through scanning completed paper load tickets and tracking all of them in a spreadsheet to then provide reports as frequently as the client requests suffice?*

Response: As written, the RFP does not exclude paper tickets being scanned into another system but an electronic database management system is preferred. It should be noted that the City will be asking for routine updates and totals on the debris collection process therefore an expedited process for delivering this data electronically would be necessary.

Please note that the City will not be accepting any additional questions related to this RFP so no additional addenda will be issued. Proposers should review the submittal instructions carefully as they prepare their packages.

3. **Question:** *The RFP indicates that responses are limited to 10 pages. Does this include the cover letter and resumes?*

Response: *The 10 pages does not include the Cover Page however; it does include the resumes.*

Date: 10/20/16
Time: 4:00 pm
Staff: J. Jackson