

**CITY OF TUSCALOOSA
STATE OF ALABAMA**

**REQUEST FOR PROPOSALS
(A20-0887)**

TO: Qualified Firms

FROM: The City of Tuscaloosa, Alabama

RE: Monitoring Services, Financial Tracking and Reimbursement Assistance, and other as-needed requested services.

DATE: August 5, 2020

PART 1 – OVERVIEW

The City of Tuscaloosa is requesting proposals from qualified firms to provide Professional Monitoring Services, Financial Tracking and Reimbursement Assistance, and other as-needed requested services. Part 2 of this RFP provides a general description and abbreviated scope of work for the project.

This is a procurement of professional services, and will be conducted in a manner to provide full and open competition. A Selection Committee will review all proposals, and will rank firms based on criteria identified in Part 5. The criteria may include, but is not limited to, the proposal, firm qualifications, references, interviews, and other relevant information. Upon selection by the Selection Committee, the City will enter into negotiations with the successful Respondent. Pending successful negotiations, the successful Respondent will enter into a Contract for Professional Services with the City.

PART 2 – THE PROJECT AND SCOPE OF WORK

2.1 General Description

- A. The City seeks to establish contractual arrangements with at a professional firm to monitor trash debris recovery efforts and provide related financial support, tracking and reimbursement assistance provided by the Coronavirus Aid, Relief, and Economic Security (CARES) Act (and any subsequent federal or state legislation providing reimbursement of expenses or grants to aid in expenses related to the Coronavirus pandemic or any other relevant state or federal regulations that allow reimbursement) on an as needed basis.
- B. Initially, the professional firm's first task will be to monitor the removal, reduction and environmentally approved disposal of trash debris in full compliance with regulatory agency requirements and consistent with CARES Act requirements for cost reimbursement for trash debris management, removal and disposal.
- C. Work assignments shall be made by requesting a proposal from one or more firms and the authorization for and execution of a Master Agreement (Contract) and Task Orders for the assigned tasks as needed (with the subject of letter B above being the contents of Task Order Directive 1 under the Master Agreement).
- D. The selected monitoring firm's response to the Task Order directives must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, with written reports and submittals in place, to assure that the City will have the means to be reimbursed for all eligible costs from appropriate Federal and State agencies. The Contractor shall mobilize personnel for this task and be fully mobilized to begin trash debris monitoring operations within five (5) days after the execution of any of the Task Order Directives issued under the Master Agreement unless otherwise stated in said Task Order Directive
- E. Trash Debris monitoring work within the City will be prioritized by the City of Tuscaloosa. The selected firm shall be responsible for providing all necessary staff and equipment for carrying out its responsibilities under this contract.
- F. Scope of work may include technical assistance as needed to prepare project worksheets (PW) for any and all categories as may be required for reimbursement by the state and federal government.

2.2 First Task Order Directive Scope: Trash Debris Monitoring Requirements

- A. If an automotive debris management system is used it must have the ability to lock GPS load sites and plot where debris came from.

- B. The City may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.
- C. Respondent professional firm shall provide the City with an updated list of all subcontractors including phone numbers of contact personnel.
- D. Prior to the City assigning work, the Respondent professional firm shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
- E. Respondent professional firm shall provide a written plan for how it will ensure that Small and Minority and Women's Business Enterprise's firms have the maximum possible opportunity to participate in subcontracts that will be available in the completion of this project if prescribed in federal procurement standards.
 - 1. The plan should include Proposer's best estimate of the percentage of (SMWBE) participation (based on subcontract values) it expects to be able to achieve in this project from subcontractors.
 - 2. The plan shall include estimated dollar amounts of subcontract values that are used to estimate an overall proposal from Proposer.
- F. In its proposal to the City, the Respondent professional firm will provide information as to what percentage of work described herein will be subcontracted.
- G. The Respondent professional firm shall be responsible for travel, per diem, housing and meals for all of its employees and/or subcontractors. Respondent professional firm will also be responsible for providing temporary office space for conducting its Work responsibilities for this project.
- H. If the selected firms for monitoring of debris recovery elect to provide a web based load tracking and field project monitoring system, a detailed project-monitoring proposal shall also be included. Monitoring shall be done in compliance with applicable guidelines.
- I. Those monitoring efforts shall include, but not be limited to:
 - 1. Providing assistance in estimating damage estimates.
 - 2. Provide training, if requested, of selected City staff in essential debris management, monitoring, and collection functions to insure appropriate and responsive interface with field debris collection contractors and City, State and Federal Agencies.

3. Provide field inspectors at designated checkpoints to check and verify information on debris removal and at Debris Management Sites (DMS) located or developed throughout the City or the region if necessary as approved by the City.
4. Provide technical and permitting assistance associated with the need to locate additional DMS when requested by the City.
5. Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of trash debris clean up. This work will include:
 - a. Acquiring, hiring, training, deploying and supervising properly equipped inspectors.
 - b. Establishing the work schedule for inspectors for each day.
 - c. Monitoring and recording the volumetric measurement (cubic yards) or gross empty weight of each truck that is added into service.
 - d. Keeping records of contract hauler's trucks, to include cubic yardage, or loaded weight, time in and time out, number of loads per day and other data as requested by designated City staff.
 - e. If requested, Coordinating with City personnel to respond to problems in the field, to include residential or commercial property damage claims in the process of debris removal. Contractors(s) shall establish a telephone claim reporting system with a local or toll free phone number and provide staff for the professional management of a receiving phone complaints or damage claims. The contractor shall investigate and assist in documentation of claims if requested by the City.
 - f. Conducting end of day duties, such as verifying all trucks have left the disposal site, addressing daily safety reports and corrective action recommendations, and locking down of the facility.
 - g. Surveying the affected areas for special situations or emergent needs, to include but not be limited to, identifying tree stumps and the management of root balls and associated cavities, hazardous trees, C&D debris, or other potentially hazardous situations. The contractor must keep a list of these locations, track and coordinate the appropriate dispatch of equipment and make frequent reports to the City on any post event remedial action.

3. The following describes the contractor's responsibility of providing for two (2) primary trash debris collection sites and/or debris storage and reduction sites as the City designates. Each collection site will potentially be in operation from dawn to dusk, seven (7) days per week. The City anticipates operation for the First Task Order to be Monday-Thursday dawn to dusk with possible Friday and Saturday operations as needed.

a. Lead Monitors

As needed, set-up and man the Staging Area Command and Coordination Center. Train the Site and Field Monitors, track their performance. Assign Field Monitors to contract haulers. Assign Field Monitors and contract haulers to collection grids. Track the daily collection on a City wide grid map. Coordinate the daily collection operation with the contract haulers Site Superintendent. Track the daily count of Field Monitors necessary to meet the contract haulers demands. Track the daily count of contract haulers trucks, trailers and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Act as Site Monitor if needed. Record and inspect any property damage that may occur during the debris removal operation.

b. Site Monitors

As needed, trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. Federal Staff rates the performance of each Site Monitor for accuracy. Federal regulations require that two trained inspectors rate each load before it can be off-loaded at the collection site. One inspector is representing the City and the other is representing the Contractor. Both Site Monitors must agree on the percentage of load and sign off on the load ticket for the cubic yard quantity to be reimbursable.

c. Field Monitors

As needed, field monitors shall be trained to follow each contract hauler as debris is collected throughout the City. The Monitor must witness and certify by street address that the trash debris was collected from public roadways only. The Monitor must assure that all targeted debris is removed by the contract hauler during each pass before the contract hauler may move to a new area. The Monitor must record the time, location and sign the contract haulers load ticket before the load can be delivered to the disposal

site or collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Site Monitors.

- O. The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 USC Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA"). The City shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.
- P. The City reserves the right to remove any personnel with or without cause that are deemed unsuitable for the City's recovery effort. Personnel subject to removal under this clause are: Primary Contractor staff and/or sub-contractor staff, part time or temporary employees.
- Q. The City will provide a Trash Debris Removal Project Coordinator to act as Liaison between City staff, applicable Federal Agency and Respondent Firm. This person will oversee the City's interest in the entire storm debris removal operation, and assure federal regulation and contract compliance.
- R. Based on the City's needs, the selected firm(s) will be requested to provide proposals to carry out specific monitoring activities/tasks related to types of trash debris that may be encountered.
 - 1. The selected firm(s) shall identify locations available to them for monitoring activities, in the event the City cannot provide facilities for monitoring center.
- T. The City reserves the right to request proposals from the selected firm(s) to carry out specific monitoring functions for material management, removal and disposal resulting from other than disastrous events.
- U. Reimbursement for Tasks will be based on terms agreed to prior to the assignment of a specific task.
- V. Successful proposer will be required to provide an estimated project budget with a Not-to-Exceed amount within forty-eight (48) hours of a notice-to-proceed. It will be the successful proposer's sole responsibility to manage project costs in adherence to the Not-to-Exceed amount. The City will not be responsible for payment(s) above and beyond the initial Not-to-Exceed amount without written approval.

- W. Amendments and modifications to the executed contract are required to be in writing with signatures from both the City and the Contracting firm required. Verbal modifications or amendments will not be recognized.
- X. Contractor shall keep records on personnel assignments, duties, and responsibilities, timesheets, Debris Monitoring Reports, Debris Total Collection (CY and tonnage), Debris Monitoring Site reports, Exception report, Truck/Trailer Certification reports, Geographic Information System (GIS) planning and progress reports, debris progress reports, safety reports, usage reports (for fuel, vehicle mileage, etc.) for a period of no less than five (5) years following each engagement with the City.

PART 3 – CONTENT OF PROPOSALS

In order to facilitate the Selection Committee’s evaluation, each proposal should include the following content, in the following order:

- Cover Letter
- Table of Contents
- Executive Summary
- Licensing and Professional Standing
- Conflicts of Interest
- Background Information
- Firm Experience
- Project Understanding and Approach
- Project Team
- Quality Assurance and Quality Control

Each of these items is discussed in more detail in the following sections.

3.1 Cover Letter

The primary purpose of the cover letter is to identify a representative of the Respondent professional firm whom is authorized to answer questions about the Respondent’s proposal, and to negotiate a Master Agreement with the City. The cover letter should provide the name, title, telephone number, email address, and mailing address for the Respondent’s designated representative.

The cover letter must be signed by the Respondent’s designated representative, and shall serve as a certification that all of the statements and information in the Respondent’s proposal are true, correct, and accurate.

3.2 Table of Contents

Please include a table of contents for the proposal and any attachments or appendices.

3.3 Executive Summary

The executive summary should be a brief summary of the proposal's key information, emphasizing the Respondent's qualifications, experience, and approach and work plan. There is no minimum or maximum page limitation for the executive summary, however, it generally should be limited to two pages or less.

3.4 Licensing and Professional Standing

Please include a brief statement confirming that the Respondent is legally authorized to do business in Alabama and in the City of Tuscaloosa, and that all staff assigned to perform services for the project are licensed or certified to perform such services in Alabama.

In addition, please include a statement confirming that the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any state or federal department or agency.

Finally, for the five year period preceding submission of the proposal, please identify (1) all contracts terminated (in whole or in part) by clients for convenience or default, including contract value, description of work, project owner, contract number, and name and telephone number for a representative of the project owner; (2) all claims made against the Respondent arising out of the Respondent's professional services; and (3) all litigation (including any arbitration or mediation proceedings) to which the Respondent has been a party.¹ If no contracts have been terminated, or if the Respondent has not been a party to any claims or litigation, please include a statement to that effect.

3.5 Conflicts of Interest

Please identify all actual or potential conflicts of interest that would prevent the Respondent from entering into a professional relationship with the City generally, or for this project specifically.² If no such conflicts exist, please include a statement to that effect.

¹ The disclosure of terminated contracts, claims, or litigation will not automatically disqualify a Respondent from consideration. The Selection Committee will review any matter disclosed, and make an independent determination as to whether the matter should disqualify the Respondent from consideration.

² The disclosure of actual or potential conflicts of interest will not automatically disqualify a Respondent from consideration. The Selection Committee will review any actual or potential conflicts, and make an independent determination as to whether the conflict should disqualify the Respondent from consideration.

3.6 Background Information

The background information should describe in general the Respondent's history and its experience relevant to this request for proposals. It should also describe the Respondent professional firm's size, and identify key ownership and management personnel. If the Respondent is a minority-owned or woman-owned business, please include a statement to that effect.

The background information should also identify the location of the Respondent professional firm's home office or headquarters, and identify the location of the Respondent's office or offices where work and services for the City will be performed.

3.7 Firm Experience

The proposal should identify at least three projects which the Respondent professional firm has completed within the last five years, which the Respondent believes are similar to the proposed project, or otherwise relevant to the project or services to be performed. For each project identified, please provide the following information:

- Project title, owner, and location
- Client contact person, address, and phone number
- Respondent's project manager for the project
- Detailed description of the project and the services provided by the Respondent
- Year services were performed and date(s) of project
- Respondent's fee for the project
- State whether the project was completed on time. If the project was not completed on time, please state how long the project extended beyond the scheduled completion date, and provide an explanation of why the project went beyond the scheduled completion date.
- If the project description and abbreviated scope of work set out in Part 2 identifies this project as being funded in whole or in part by any federal or state grant program, please include projects the Respondent has completed which were funded under the same or substantially similar grant program.
- Contract Review by state and federal agencies. The contract between the selected firm and the City may be submitted for review by a state or federal agency. The City desires that the costs it incurs for services provided by the selected firm be eligible for state or federal reimbursement. While the City understands that the selected firm cannot

guarantee that the services it provides will be eligible for reimbursement, the City nevertheless desires that the selected firm utilize its professional judgment and expertise in an effort to limit its services to those which are eligible for reimbursement under the CARES Act or any subsequently passed legislation. Describe in detail how your firm will comply with this requirement. The selected firm will be required to notify the City if at any time any service provided by the selected firm under the terms of the contract are not or are not expected to be eligible for reimbursement by a state or federal agency under the CARES Act or any subsequently passed legislation, in the selected firm's professional opinion. Include a statement as to whether your firm has the level of expertise to fulfill this requirement, as well as a detailed explanation of the procedures your firm will implement to fulfill this requirement.

3.8 Project Understanding and Approach

The proposal should demonstrate the Respondent's understanding of the project, and describe the Respondent's proposed approach to the project and the activities to be accomplished. Please provide a proposed work plan which identifies project milestones (e.g., project elements, measures, and deliverables), and the Respondent's anticipated timeline for accomplishing each milestone.

3.9 Project Team

Identify the project manager and key personnel who will be assigned to the project team. Describe the specific services that will be performed by the project team members, and how each team member's background, education, and experience relates to their assigned role. In addition, please address the project team's ability to perform the required work within the Respondent's proposed timeline, in light of their current and projected workload and assignments. Please provide resumes for all members of the proposed project team, and identify the location from which each of the team members will be working.

If the Respondent proposes to use subconsultants to perform any part of the work or services for the project, please provide the following information:

- The corporate or company name of each subconsultant, and names of the officer or principals of the subconsultant who will perform work on the project
- A description of each subconsultant's role, and the work or services to be performed
- A description of previous joint work between the Respondent and the subconsultant
- Particular experience of the subconsultant's key personnel, including past projects and resumes.
- If any proposed subconsultant is a minority-owned or woman-owned business, please include a statement to that effect.

3.10 Quality Assurance and Quality Control

The proposal should describe how the responding Respondent will provide quality assurance ("QA") and quality control ("QC") for the project. Identify the individuals that will be involved in QA/QC services. If your firm has a structured QA/QC program, briefly describe the program and how it will be applied to the project.

PART 4 – INSTRUCTIONS FOR PROPOSALS

Before submitting a proposal, the Respondent should carefully review the entire RFP and be familiar with its contents. Submission of a proposal shall be considered evidence that the Respondent has fully studied the RFP and is familiar with the general conditions to be encountered in performing any services.

4.1 Format of Proposals

Proposals shall be 8.5" x 11" in size. General brochure type information is to be kept to a minimum, and the proposal shall be a **maximum of 30 one-sided pages or 15 two-sided pages**. The cover letter, table of contents, and any appendix items (e.g., resumes for project team members or subconsultants) are not counted toward the page limit. Proposals may be written in either Times New Roman or Calibri font, and the font size must be 12-point or larger.

4.2 Inquiries

The City will accept inquiries on the contents and requirements of the RFP in written form only. Inquiries may be submitted by email. Inquiries should be submitted to:

Susan Snowden
Chief Financial Officer
Accounting and Finance Department
City of Tuscaloosa
ssnowden@tuscaloosa.com

Inquiries must be submitted at least seven (7) days before the deadline for submission of proposals. For this RFP, the deadline for inquiries is **by 5:00 pm Central Daylight Time on August 17, 2020** at Central Standard Time, after which time no further inquiries will be addressed by the City.

If the City chooses to respond to an inquiry, the City will do so in writing, in the form of an addendum to this RFP. The addendum will be sent to all recipients of the RFP and will be posted to the City's website at www.tuscaloosa.com/bids.

Each addendum issued by the City shall become part of this RFP and proposals shall include any work or requirements described in the addendum. No addendum will be issued or posted less than 72 hours before the deadline for submission of proposals.

4.3 Submission of Proposals

Proposals must be received by the City by **5:00 pm** Central Daylight Time on **Monday, August 24, 2020**. Late proposals will not be accepted or reviewed. It is the Respondent's responsibility to ensure that the proposal is submitted and received within the time required by this RFP. The City is not responsible for delayed or late deliveries due to mailing or delivery service.

Respondents must submit proposals electronically. Electronic submissions should be made in Portable Document Format (PDF) file format, and should be sent to via email to:

Susan Snowden
Chief Financial Officer
Accounting and Finance Department
City of Tuscaloosa
ssnowden@tuscaloosa.com

Proposals should be clearly labeled in the subject line of the email with the project name and numbers:

Project Name: **Professional Monitoring Services, Financial Tracking and Reimbursement Assistance, and other As Needed requested services.**

OCA File Number: **OCA A20-0887**

The Respondent professional firm is responsible for obtaining confirmation that the City received the Respondent's proposal.

4.4 Additional Items Related to Proposals

a. Proposal Rejection/Proposal Costs

By issuing this RFP, the City does not commit to entering into a contract, to paying any costs incurred in the preparation of a proposal, or to procuring or contracting for services. The City reserves the right to cancel this RFP in whole or in part, to reject any and/or all proposals, to accept the proposal it considers the most favorable to the City's interests in its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. The City reserves the right to reject all proposals and issue a new RFP, at its sole discretion. All proposals and other materials submitted in response to this RFP will become property of the City.

b. Contract and Insurance Requirements

The City has standard contract and insurance requirements for professional services contracts, and is unable to make substantial changes to the requirements for the contract to be used for this project. The laws of the State of Alabama shall govern the contract executed between the successful Consultant and the City, as well as any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in the City of Tuscaloosa, Alabama, and in the event of litigation, the exclusive venue and place of jurisdiction shall be in the Tuscaloosa County, Alabama.

A sample Master Agreement and sample Task Order Directive is attached to this document.

c. Requests for Additional Information

The City reserves the right to request additional information to clarify the proposals.

4.05 Public Records

Each Respondent is hereby informed that, upon submission of its proposal to the City in response to this RFP, the proposal becomes the property of the City.

Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful Consultant, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the Alabama Open Records Act (Ala. Code § 36-12-40) and Tuscaloosa City Code § 2-4, unless there is a legal exception to public disclosure.

If a Respondent professional firm believes that any portion of its proposal is subject to a legal exception to public disclosure, the Respondent shall: (1) clearly mark the relevant portions of its proposal “Confidential”; (2) upon request from the City, identify the legal basis for exception from disclosure under the Open Records Act; and (3) defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the qualifications submittal.

PART 5 – SELECTION PROCEDURE

The City will use a Selection Committee of qualified City employees for the evaluation of proposals. This is a qualifications-based procurement for professional engineering services, in which the qualifications of the responding Consultants will be reviewed and evaluated, and the most qualified firm will be selected, subject to negotiation of fair and reasonable compensation.

The Selection Committee will review the proposals submitted in response to this RFP, and rate the proposals based on the following grading system, which includes both numerical and pass/fail criteria:

<u>Numerically-Scored Criteria</u>	Max. Points
<ul style="list-style-type: none">Firm Experience	40
<ul style="list-style-type: none">Project Understanding and Approach	20
<ul style="list-style-type: none">Project Team	20
<ul style="list-style-type: none">Quality Assurance and Quality Control	15
<ul style="list-style-type: none">Minority- or Woman-Owned Business	5
<u>Pass/Fail Criteria</u>	
<ul style="list-style-type: none">Compliance with RFP Instructions	P/F
<ul style="list-style-type: none">Licensing and Professional Standing	P/F
<ul style="list-style-type: none">Conflicts of Interest	P/F

The Selection Committee will eliminate from consideration any proposal which receives a “Fail” grade on any one or more of the pass/fail criteria for evaluation.

After review and evaluation of the proposals, the Selection Committee may select one or more Respondents for interviews. However, the Selection Committee is not required to conduct interviews. The Selection Committee may determine that interviews are not necessary for the selection process, and such decision is within the sole discretion of the Selection Committee.

When the Selection Committee concludes its work, it will make a recommendation to the City Council’s Public Projects Committee, and request authority to begin negotiating a Master Agreement including final scope of work and fees for services of Task Order Directive 1, with the successful Respondent professional firm.

Upon approval by the Projects Committee, City staff will begin contract negotiations with the successful Respondent professional firm. If the negotiations are unsuccessful, or if an agreement cannot be reached within a reasonable time, as determined by the City, then City staff will terminate negotiations the firm, and will request authority from the Projects Committee to begin negotiations with another Respondent professional firm. Any compensation discussed with one Respondent will not be disclosed or discussed with any other Respondent.

Upon the conclusion of negotiations, the successful Respondent will enter into a Master Agreement with the City. The Master Agreement shall not be in force until it is approved by the Tuscaloosa City Council and executed by the parties. The City cannot pay for any work or services performed prior to the approval of the Master Agreement and Task Order Directives by the City Council, and the issuance of a notice to proceed by the City.

The City’s anticipated schedule for the RFP and selection process is as follows:

<u>Event/Milestone</u>	<u>Anticipated Date*</u>
RFP Issued	August 5, 2020
Deadline for Inquiries	August 17, 2020
Deadline for Proposals	August 24, 2020
Consultant Interviews (if necessary)	August 26-31, 2020 via online
Consultant Selection / Begin Negotiation of Agreement	September 1, 2020
Approval and Execution of Agreement	September 8, 2020

*Note: The anticipated dates are for informational purposes only, and the timeline is subject to change without notice at the City’s sole discretion.

However, this RFP does not guarantee that the City will make any contract award. The City reserves the right to modify, amend, or withdraw this RFP, in whole or in part, at any time and for any reason, in its sole discretion. The City also reserves the right to reject all proposals, in its sole discretion.

Attachments: Sample Master Agreement and Sample Task Order Directive

END RFP