



**CITY OF MARIANNA
REQUEST FOR PROPOSALS
FOR MONITORING DISASTER DEBRIS REMOVAL SERVICES**

Notice is hereby given that the City of Marianna, Florida is calling for and requesting proposals from qualified contractors with experience in disaster debris removal and disposal services as outlined in the request for proposals.

All proposals must be in writing and delivered by hand, Fed Ex, or mail to the City of Marianna, 2898 Green Street, Marianna, Florida 32446 and must be received by 2 p.m., central time, August 15, 2019. The submittals will be publicly opened at this time. Only submittals received by the stated time and date will be considered. Submittals received after the time set for the opening will be rejected and returned unopened to the submitter. All submittals shall be submitted in a sealed envelope and clearly labeled, "RFP 2019-06: MONITORING DISASTER DEBRIS REMOVAL SERVICES." Please provide one (1) original, five (5) copies of the proposal, and one (1) CD with all the above information included (each document must be in an individual PDF format file). Specifications may be obtained from the City of Marianna Website (www.mariannafl.city), or by contacting Nikki Mayberry at nmayberry@mariannafl.city. Proposals shall be firm for sixty (60) days.

The City of Marianna encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The City does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The City reserves the right to waive informalities in bids, to reject any or all bids with or without cause, and to accept the bid that in its judgment is in the best interest of the City.

By order of the City Manager of Marianna, Florida.

Exhibit I: Scope of Work, Specifications and Response Format

The City of Marianna has issued this Request for Proposal (hereinafter, "RFP") with the intent of obtaining proposals from interested and qualified Consultants in accordance with the terms, conditions and specifications stated or attached. The Consultant, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

Brief Description of Purchase

The City of Marianna is looking for professional firms to provide disaster recovery monitoring expertise and services to assist the City to monitor the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from these disasters; in full compliance with regulatory agency requirements

Detailed Scope of Work – See Exhibit A

Requirements

City of Marianna seeks to establish contractual arrangements with one (1) qualified **firm to monitor** Disaster Debris Management and Technical Assistance, on an as need basis, to provide disaster recovery monitoring expertise and services to assist the City to monitor the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from these disasters; in full compliance with regulatory agency requirements. The disposal sites must also be monitored to ensure FDEP requirements for collection and disposal are met, and consistent with Federal Emergency Management Agency (FEMA) requirements for cost reimbursement for debris management, removal and disposal.

Term of Contract

The contract term, if an award(s) is/are made is intended to be for five (5) years with an additional one (1) year renewal options. Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made on the contract anniversary date, in writing, to the Procurement Director. Price adjustments are dependent upon the consumer price index (CPI) over the past twelve (12) months, budget availability and program manager approval.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

Response Format

The Vendor understands and agrees to abide by all of the RFP specifications, provisions, terms and conditions of same, and all ordinances and policies of CITY OF MARIANNA. The Vendor further agrees that if it is awarded a contract, the work will be performed in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP. Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered nonresponsive.

Proposers Qualifications:

1. All proposers must be primarily engaged in providing the services as outlined in this Request for Proposal.
2. All proposers must have a demonstrated comprehensive understanding in areas listed in this proposal. Understanding and previous experience are essential criterion in the qualifying process.
3. The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract.
4. Debris monitoring contracts must be competitively procured as required by 2 CFR § 200.318-326 Procurement.
5. Debris monitors should not be employed by or affiliated with the debris removal contractor.
6. Debris monitoring contracts are typically time and materials contracts and must contain a notto-exceed clause, pursuant to 2 CFR § 200.318-326 Procurement.
7. The contract should include a requirement that the contractor provide a safe working environment, including properly constructed monitoring towers.
8. Use of a load ticket system to record with specificity (e.g., street address, GPS coordinates) where debris is collected and the amount picked up, hauled, reduced and disposed of.
9. Debris monitors should be trained and possess skills adequate to fulfill the duties of the job. Labor rates should be commensurate with the skill level required by the job function. Professional engineers and qualifications are not required to perform monitoring duties.
10. The contractor should demonstrate that its staff is familiar with FEMA debris removal eligibility criteria.
11. Documentation of Debris Collection: The debris collected should be documented by specific information (e.g., load tickets, spreadsheets, etc.) that clearly indicates the date and exact location (federal aid roadway) where it was removed and the quantity of debris that was removed. Debris removed from federal aid routes should be clearly separated from debris taken from non-federal aid roadways. The total volume of all debris should be calculated within 60 days of the event.

Required Submittals:

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Vendor to include all listed items may result in the rejection of its proposal. **Tabs II through VII must not exceed a total 25 pages** (does not include dividers, etc.).

Tab I: Cover Letter / Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP. List all proposed subcontractors who will participate on the team.

Tab II: Firm's Credentials (Maximum Points 10): Proposer(s) shall include a description of the proposer's business history and number of years in operation. Proposer shall include number of employees, when firm was established, principals of firm, and any other related information.

Tab III: Expertise of Designated Staff (Maximum Points 25): Describe the qualifications and experience of personnel that will provide these services including demonstrated knowledge and understanding of the types of services to be performed; previous experience in similar or related work, and local codes, laws and regulations governing the work. Include resumes of key staff and an organizational chart. Describe any specific experience working on FEMA related projects. Proposer(s) shall include the sources of their Labor Force; the City recommends the utilization of local firms whenever possible.

Tab IV: Past Performance (Maximum 20 Points): Proposer(s) shall provide any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this Request for Proposal. Related experience shall be restricted to those assignments undertaken within the last five (5) years.

List Current Projects in the Format Identified Below: include all other obligations and contracts currently held in the State of Florida

Project Description	Start Date	End Date	Original Budget	Final Project Cost	Number of Change Orders
---------------------	------------	----------	-----------------	--------------------	-------------------------

Tab V: Managerial Capabilities (Maximum 20 Points): Show evidence of the firm's ability to manage tasks simultaneously and expeditiously; approach to problem/task resolution; and teamwork. Management includes but not limited to the timeliness of mobilization, the quality and quantity of equipment, and screening and qualification of subcontractors and local service providers. Include resume of regional supervisor or liaison office. The Proposer(s) shall provide a listing of other obligations and contracts currently held in the State of Florida.

Tab VI: Services to be Provided (Maximum 5 Points): The Proposer(s) shall provide a detailed list of all services that the firm is able to provide and explain how these services will be accomplished. Please include a guaranteed response time in this portion of the submittal.

Tab VII: Price Proposal (Maximum 10 Points): The Proposer(s) shall provide a complete price proposal for all services to be provided, including a line item for the pre-hurricane season table top exercise. Please include all hourly rate charges for heavy equipment, vehicles and personnel. In this section of the required submittals, the proposer shall include details about the firm's invoicing process.

Tab VIII: References (Maximum 10 Points): Proposer(s) shall include a list of a minimum of three (3) references, for similar projects only, who can attest to the firm's knowledge, quality of work, timeliness, diligence, and flexibility. Include names, contact persons, phone numbers and an email address for all references.

Tab IX: Acceptance of Conditions: Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Vendor may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the City and Selection Committee.

Tab X: Required Submittals:

- Attachment 1: Vendor's Non-Response Statement
- Attachment 2: Vendor Check List
- Attachment 3: Conflict of Interest Affidavit
- Attachment 4: Vendor Declaration Statement
- Attachment 5: Immigration Affidavit Certification
- Attachment 6: Vendor Substitute W-9
- Attachment 7: Insurance and Bonding Requirements
- Attachment 8: Reference Questionnaire □ Other: Licenses, Certificates, Etc.
- Grant Forms

Exhibit II: General RFP Instructions

1. Questions

Direct questions related to this RFP in writing to the Joe Richey, Public Works Director at jrichey@mariannafl.city

2. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

3. Ambiguity, Conflict, or Other Errors in the RFP

It is the sole responsibility of the Vendor if the Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the City Manager, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the

proposal. The City Manager will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Purchasing Department.

4. Proposal, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

5. Delivery of Proposals

SEALED PROPOSALS for RFP 2019-06: Monitoring Disaster Debris Removal Services will be received at City of Marianna City Hall, 2898 Green Street, Marianna, FL 32446 until 2:00 PM (CST) August 15, 2019. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Each Proposal shall be delivered to the City Clerk, no later than the Submittal deadline.

Special Accommodation: Any person requiring a special accommodation at a Submittal opening because of a disability should call the City Clerk at (850) 482-4353 at least five (5) workdays prior to the Submittal opening.

The City does not bear the responsibility for proposals delivered past the stated date and/or time indicated, or to an incorrect address by Consultant's personnel or by the Consultant's outside carrier. Late proposals will not be opened or considered for award.

Vendors must submit one (1) original, five (5) copies of the proposal, and one (1) CD with all the above information included (each document must be in an individual PDF format file). **List the Solicitation Title on the outside of the box or envelope.**

6. Validity of Proposals

No proposal can be withdrawn after it is filed unless the Vendor makes their request in writing to the City prior to the time set for the closing of Proposals. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

7. Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement. The City may, as it deems necessary, conduct discussions with qualified Vendors determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

8. Evaluation of Proposals

The City's procedure for selecting is as follows:

- The City Council will serve as the Selection Committee to review all proposals submitted.
- Request for Proposals issued.

- Subsequent to the closing of proposals, the City Manager will review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP.
- Meetings will be open to the public and the city shall publicly post prior notice of such meeting in the lobby of the City Hall.
- The committee members will review each Proposal individually and score each proposal based on the evaluation criteria stated herein.
- Prior to the meeting of the selection committee, the city will post a notice announcing the date, time and place of the committee meeting. Said notice shall be posted in the lobby of the City Hall at least one (1) day in advance.
- The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm, make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

The City reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Receipt of a proposal by the City or a submission of a proposal to the City offers no rights upon the Vendor nor obligates the City in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals. Proposals which include provisions requiring the granting of zoning variances shall not be considered.

9. References

The City reserves the right to contact any and all references pertaining to this solicitation and related proposal.

10. Proposal Selection Committee and Evaluation Factors

The City Council shall act as the Selection Committee to review all proposals submitted. The factors to be considered in the evaluation of proposal responses are listed below.

GRADING CRITERIA	POINTS
1. Firm's Credentials	10
2. Expertise of Designated Staff	25
3. Previous Performance on Similar Jobs	20
4. Managerial Capabilities	20
5. Services to be Provided	5
6. Price Proposal	10
7. References	10
TOTAL POSSIBLE POINTS	<u>100</u>

Tie Breaker: In the event of a tie, **both in individual scoring and in final ranking**, the firm with the lowest paid dollars by CITY OF MARIANNA to the vendor (as obtained from the City's financial system) within the last five (5) years will receive the higher individual ranking. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall

receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

10. Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by CITY OF MARIANNA to accept the proposal which in the judgment of the City is deemed the most advantageous for the public and the CITY OF MARIANNA.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Vendor, or their refusal to enter into the CITY OF MARIANNA contract, the City reserves the right to accept the proposal of any other Vendor or to re-advertise using the same or revised documentation, at its sole discretion.

Exhibit III: Additional Terms and Conditions for RFP

1. Insurance Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The City and the Vendor waive against each other and the City's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and City shall, where appropriate, require similar waivers of subrogation from the City's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

CITY OF MARIANNA shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of CITY OF MARIANNA."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name CITY OF MARIANNA, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

CITY OF MARIANNA shall be named as the Certificate Holder. The Certificates of Insurance must state the specific Project description, or must read: For any and all work performed on behalf of CITY OF MARIANNA. The "Certificate Holder" should read as follows:

City of Marianna

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in the Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and

endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the City or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the City of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the City may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the City for such costs within thirty (30) days after demand, the City has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the City and Vendor. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the City renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate any and all contracts.

2. Additional Items and/or Services

Additional items and/or services may be added to the resultant contract, or purchase order, in compliance with the Purchasing Policy.

3. Use of Subcontractors

Bidders on any service related project, including construction, must be qualified and directly responsible for 20% or more of the solicitation amount for said work.

4. City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Vendor's facilities/project site during and after each work assignment the Vendor is performing.

5. Additional Terms and Conditions of Contract

The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of CITY OF MARIANNA. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.

6. Payment Method

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

- Description and quantities of the goods or services provided.

Invoices shall be sent to:

City of Marianna
2898 Green Street
Marianna, FL 32446

Upon execution of the Contract and completion of each month's work, payment requests may be submitted to the City Manager on a monthly basis by the Contractor for services rendered for that prior month.

Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment.

Invoices shall not reflect sales tax. CITY OF MARIANNA reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

7. Environmental Health and Safety

All Vendors and Sub vendors performing service for CITY OF MARIANNA are required and shall comply with all Occupational Safety and Health Administration (OSHA), State Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

8. Licenses

The Vendor is required to possess the correct professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. **Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the City account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive.** A Vendor, performing work within CITY OF MARIANNA is also required to have an occupational license.

9. Principals/Collusion

By submission of this Proposal the undersigned, as Vendor, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

10. Relation of City

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

11. Termination

Should the Vendor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

12. Lobbying

All firms are hereby placed on **NOTICE** that the City of Marianna City Council does not wish to be lobbied, either individually or collectively about a project for which a firm has submitted a Proposal. Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal closing to final Board approval**, no firm or their agent shall contact any other employee of City of Marianna in reference to

this Proposal, with the exception of the City Manager or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

13. Public Records Compliance

The Vendor/Contractor agrees to comply with the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2) (a)-(d) and (3)), ordinances, codes, rules, regulations and requirements of any governmental agencies.

14. Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the City reserves the right to award to another firm.

15. Single Proposal

Each Vendor must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a subconsultant to any other firm submitting under the same RFP. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a subconsultant to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

In addition, consultants that have participated and/or will participate in the development of scope, background information or oversight functions on this project are precluded from submitting a Proposal as either a prime or sub-consultant.

16. Survivability

The Contractor agrees that any Purchase Order that extends beyond the expiration date of the original Solicitation will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of this Purchase Order.

17. Protest Procedures

Any actual or prospective Vendor to a Request for Proposal, who is aggrieved with respect to the former, shall file a written protest with the City Manager prior to the due date for acceptance of proposals. All such protests must be filed with the City Manager no later than 11:00 a.m. CST on the final published date for the acceptance of the Request for Proposals.

The CITY OF MARIANNA will make award of contract in public session.

18. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19. Security and Background Checks

If required, Contractor shall be responsible for the costs of providing background checks to the City of Marianna and drug testing for all employees that shall provide services to the City under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the City for at least four (4) years.

20. Conflict of Interest

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

21. Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes.

22. Immigration Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for City of Marianna formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the City Council

Vendors / Bidders are required to enroll in the E-Verify program, and provide Acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the City of Marianna an executed affidavit certifying they shall comply with the E-Verify

Program. The affidavit is attached to the solicitation documents. **If the Vendor does not comply with providing both the Acceptable E-Verify evidence and the executed affidavit the vendor's proposal may be deemed non-responsive.**

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.



Attachment 1: Vendor's Non-Response Statement

The sole intent of the CITY OF MARIANNA is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this RFP, please indicate the reason(s) by checking the item(s) listed below and return this form via email to nmayberry@mariannafl.city or mail to City of Marianna, 2898 Green Street, Marianna, FL 32446

We are not responding to RFP 2019-06: MONITORING DISASTER DEBRIS REMOVAL SERVICES for the following reason(s):

- Services requested not available through our company.
- Our firm could not meet specifications / scope of work.
- Specifications / scope of work not clearly understood or applicable (too vague, rigid, etc).
- Project is too small.
- Insufficient time allowed for preparation of response.
- Other reason(s): _____

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____



Attachment 2: Vendor Check List

IMPORTANT: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal. Vendor should check off each of the following items as the necessary action is completed:

- The Proposal has been signed.
- All applicable forms have been signed and included, along with license to complete the requirements of the project.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:
City of Marianna
2898 Green Street
Marianna, FL 32446
- The mailing envelope must be sealed and marked with: **RFP 2019-06: MONITORING DISASTER DEBRIS REMOVAL SERVICES**
- The Proposal will be mailed or delivered in time to be received no later than 2:00 PM (CST) August 15, 2019

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____



Attachment 3: Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Procurement Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm: _____

Signature and Date: _____

Print Name _____

Title of Signatory _____

State of _____

County of _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____,

by _____, who is personally known to me to be the
_____ for the Firm, OR who produced the following
identification _____.

Notary Public

My Commission Expires _____



Attachment 4: Vendor Declaration Statement

City of Marianna

RE: RFP 2019-06: MONITORING DISASTER DEBRIS REMOVAL SERVICES

Dear Commissioners:

The undersigned, as Vendor declares that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this proposal is accepted, to execute a CITY OF MARIANNA document for the purpose of establishing a formal contractual relationship between the firm and CITY OF MARIANNA, for the performance of all requirements to which the proposal pertains. The Vendor states that the proposal is based upon the proposal documents listed by **RFP 2016:06 MONITORING DISASTER DEBRIS REMOVAL SERVICES.**

(Proposal Continued on Next Page)

PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20 _____
in the County of _____, in the State of _____.

Firm's Legal Name: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

Florida Certificate of Authority Document Number: _____

Federal Tax Identification Number: _____

CCR # or CAGE Code: _____

Signature of Authorized Representative of Firm

Date

Additional Contact Information

Send payments to: (required if different from above)

Company name will be used as payee.

Contact Name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____

Email: _____



Attachment 5: Immigration Affidavit Certification

RFP 2016:06 MONITORING DISASTER DEBRIS REMOVAL SERVICES.

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Bidders are required to enroll in the E-Verify program, and provide Acceptable evidence of their enrollment, at the time of the submission of the bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and Acceptable evidence of enrollment in the E-Verify program, may deem the Bidder's proposal as non-responsive.**

CITY OF MARIANNA will not intentionally award City contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Marianna may consider the employment by any vendor 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 termination of the contract by CITY OF MARIANNA.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal.

Company Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____, by _____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



**Attachment 6: Vendor Substitute W – 9
Request for Taxpayer Identification Number and Certification**

In accordance with the Internal Revenue Service regulations, CITY OF MARIANNA is required to collect the following information for tax reporting purposes from individuals and companies who do business with the City (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the city notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. General Information (provide all information)

Taxpayer Name _____ <i>(as shown on income tax return)</i>	
Business Name _____ <i>(if different from taxpayer name)</i>	
Address _____	
City _____ State _____ Zip _____	
Telephone _____ Email _____	
Order Information Address _____ City _____ State _____ Zip _____ Telephone _____ Email _____	Remit / Payment Information Address _____ City _____ State _____ Zip _____ Telephone _____ Email _____

2. Company Status (check only one)

<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

3. Taxpayer Identification Number *(for tax reporting purposes only)*

Federal Tax Identification Number (TIN) _____

(Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)

4. Sign and Date Form

Certification: *Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.*

Signature _____

Date _____

Title _____



Attachment 7: Insurance and Bonding Requirements

- | Insurance / Bond Type | Required Limits |
|--|--|
| 1. <input checked="" type="checkbox"/> Worker's Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Compensation Statutory Limits and Requirements | |
| 2. <input checked="" type="checkbox"/> Employer's Liability | <u>\$500,000</u> single limit per occurrence |
| 3. <input checked="" type="checkbox"/> Commercial General Bodily Injury and Property Damage Liability (Occurrence Form) ISO form | <u>\$1,000,000</u> single limit per occurrence, \$2,000,000 aggregate for patterned after the current Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability |
| 4. <input checked="" type="checkbox"/> Indemnification: | To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Marianna, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of CITY OF MARIANNA. |
| 5. <input checked="" type="checkbox"/> Automobile Liability | \$ <u>500,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included |
| 6. <input checked="" type="checkbox"/> Bid bond shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the City Manager, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the CITY OF MARIANNA on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. | |
| 7. <input checked="" type="checkbox"/> Performance and for projects in excess of \$200,000, bonds shall be submitted with the Payment Bonds executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise Acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. | |
| 8. <input checked="" type="checkbox"/> Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide City with certificates of insurance meeting the required insurance provisions. | |

9. CITY OF MARIANNA must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
10. The Certificate Holder shall be named as CITY OF MARIANNA. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of CITY OF MARIANNA.
11. **Thirty (30) Days Cancellation Notice** required.

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____

EXHIBIT A
SCOPE OF SERVICES

BACKGROUND

City of Marianna is highly vulnerable to:

- Natural disasters, such as hurricanes, tornadoes, flooding; and,
- Manmade disasters, such as oil spills, hazardous material spills or releases, multi vehicular accidents resulting from fog or severe rainstorm conditions, acts of terrorism, etc.

Disasters most often produce substantial volumes of debris, creating hazardous conditions to the public health, welfare and safety, which result in disruption of the essential physical and economic life of the community. These disruptions are caused by:

- Obstructed roadways;
- Environmental offenses resulting from hazardous material spills or releases, the resulting contaminations of soils, ground and surface waterways and potential sources for air pollution;
- Obstacles to safe passage of essential pedestrian and vehicular traffic.

It is mandatory that there be an early, safe and quick response to restoring environmentally safe and economically viable conditions to the disaster affected areas. This objective has the highest priority in the City's planning and its ability to deal with all damage.

Disasters will result in large expenditures of manpower, equipment and related materials and supplies, at substantial cost to the City.

It is imperative that the CITY OF MARIANNA be prepared to provide all necessary disaster recovery services and have the means to recover all eligible costs from State and Federal Agencies that have funds to assist local governments to cope with all natural and manmade disasters.

REQUIREMENTS

CITY OF MARIANNA seeks to establish contractual arrangements with a qualified **firm to monitor** Disaster Debris Management and Technical Assistance, on an as need basis, to provide disaster recovery monitoring expertise and services to assist the City to monitor the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from these disasters; in full compliance with regulatory agency requirements. The disposal sites must also be monitored to ensure FDEP requirements for collection and disposal are met, and consistent with Federal Emergency Management Agency (FEMA) requirements for cost reimbursement for debris management, removal and disposal.

The selected monitoring firm's response to the recovery process must be immediate (within 24 hours of "Notice to Proceed), rapid, 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 disaster recovery costs from appropriate Federal and State Agencies.

EMERGENCY MANAGEMENT REQUIREMENTS:

1. The selected firm shall be allowed to subcontract project monitoring; such monitoring shall include detailed web based cost and load tracking suitable for a comprehensive audit of debris removal.

The selected Firm for monitoring of debris management shall provide a web based load tracking and field project monitoring system or a paperless tracking system similar to the requirements of the US Army Corps of Engineers now specify in their Advanced Contracting Initiative-Disaster Debris Management. A detailed project-monitoring proposal shall also be included. Monitoring shall be done in compliance with the most current FEMA guidelines. Those monitoring efforts shall include, but not be limited to:

- (a) Provide field inspectors at designated checkpoints to check and verify information on debris removal and at the Debris Management Sites (DMS) located or developed by CITY OF MARIANNA.
- (b) Provide technical and permitting assistance associated with the need to locate additional DMS when requested by City of Marianna.
- (c) Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up. This work will include:
 - To act as CITY OF MARIANNA representative in determining all forms of debris eligibility
 - Coordinate with the State and Federal Emergency Management personnel to determine debris eligibility.
 - Acquiring, hiring, training, deploying and supervising properly equipped inspectors.
 - Establishing the schedule for inspectors for each day.
 - Monitoring and recording the volumetric measurement (cubic yards) or gross empty weight of each truck that is added into service.
 - 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.
 - Coordinate with the Debris Removal contractor to determine vehicle certification, vehicle assignments, and provide the necessary vehicle decals or placards for ease of identification and tracking.
 - 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.
 - 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.

- Surveying the affected areas for special situations to include but not limited to drainage, canals and navigable waters, 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, boats, vehicles, sand, hazmat, and/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.
 - Record on a map the streets where debris was collected and provide an accounting of any remaining, ineligible piles as well as those streets that have been completed.
 - Perform other duties as directed by the designated City personnel.
- (d) The Firm will ensure tickets are written for all eligible debris and are responsible for ineligible debris.
- (e) The Firm will collect baseline data, per Local, State, and Federal requirements, from the designated emergency debris management sites prior to opening of these sites.
- (f) The Firm will have the ability to provide separate documentation for Federal Highway Administration Roads that were eligible for debris collection within the City.
- (g) The Firm will assist the City in obtaining necessary Local, State, and Federal permits for the designated emergency debris management sites prior to current hurricane season.
- (h) The Firm will conduct ongoing environmental data collection per Local, State and Federal requirements for the designated emergency debris management sites.
- (i) The Firm will be responsible for technical, clerical, and information technology assistance to the City in completing any and all forms necessary for reimbursement from State or Federal agencies, including the Federal Emergency Management Agency Department of Homeland Security, the State of Florida, and the Federal Highway Administration or the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort.
- (j) This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.
- (k) The Firm will coordinate inspections with FDEP for approved site prior to hurricane season.
- (l) The Firm will employ or maintain on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm and its subcontractors and all communications

given to the supervisor or liaison officer in writing by the City's authorized representative shall be as binding as if given to the Firm.

- (m) The Firm will be experts on the most current FEMA guidelines.
- (n) The Firm will be required to cover a declared emergency event in which debris, including hazardous material items, may be widely and randomly distributed during the event.
- (o) The Firm will be required to be able to recognize/verify hazardous waste, understand how it is required to be packaged, transported, stored, labeled and disposed in a compliant manner so as to ensure FEMA reimbursement.
- (p) The Firm will be required to recognize and confirm that any storage sites used for hazardous materials are in compliance.
- (q) The Firm will be required to monitor/document if any discharges of hazardous materials occur under the Debris Contractors responsibility and follow up to ensure that Contractor achieves FDEP cleanup compliance.
- (r) Selected monitoring services staff will be trained and certified in hazardous materials handling/procedures/PPE, etc.
- (s) Monitoring services shall be required to know and follow the latest FEMA required procedures relating to hazardous materials recovery and handling that ensure full FEMA reimbursement for such activities.
- (t) Monitoring services will know and ensure Debris Contractor adheres to all Emergency Planning and Community Right-to-know Act (EPCRA) required rules during the event recovery phase.
- (u) The Firm will verify final disposition of material is consistent with State-FDEP and Federal EPA requirements.
- (v) The Firm will ensure compliance with the guidance from the City's staff, who have continually focused on a timely, unencumbered and accurate close out to absolutely maximize FEMA reimbursement for all debris removal. This process also incorporates monitoring, detailed documentation, and responding in a timely manner to changing funding eligibility associated with the most current FEMA-sponsored operations.
- (w) The Firm will provide final close-out audit support ensuring full reimbursement.
- (x) The Firm will be responsible for establishing a truck certification program including a location procedure and verification of the most current FEMA truck certification methods.

- (y) The Firm will be responsible for ensuring that all load tickets contain the appropriate information (i.e. truck certification number, street address/intersection, monitor vendor/contract).
- (z) The Firm will develop a resource draw down plan for cost containment as part of the program. The resource draws down plan will include but not limited to, equipment rental, housing, staffing, overhead to ensure a best value, low cost operation.
- (aa) The Firm will assist City in conducting an annual pre-hurricane season tabletop exercise(s) (Strategic Debris Management Planning Exercise (SDMPE)) to determine the adequacy of the debris removal plan the debris management process and train all personnel associated with the debris management mission usually held in April or May of each year.
- (bb) The Firm will provide the City with reports including but not limited to Daily Situational Reports, Damage Reports, Daily Work Order Reports, and Ineligible Pile Reports.

Communications and Customer Service Coordination

1. The Firm will provide a plan to manage and execute the City's Geographic Information System (GIS) debris management site tacking and debris collection tracking progress real time.

CONTRACTUAL SERVICES

Based on the City's needs, the selected firm will be requested to carry out specific monitoring activities/tasks related to solid and hazardous waste, debris management, removal, reduction, disposal, turn-key environmental restoration and remediation, associated with natural and manmade disaster events.

The City may order changes in the service consisting of additions, deletions or other revisions to the Scope of Services for debris management. No claims may be made by the Monitoring Company to change the amount of compensation of the CONSULTANT or other adjustments to the Agreement, unless such changes or adjustments have been approved by the City and incorporated herein in writing to this Agreement.

The selected firm shall identify locations available to them for monitoring activities, in the event that the City cannot provide facilities for monitoring center.

The City also reserves the right to request proposals from the selected firm to carry out specific monitoring functions for material management, removal and disposal resulting from other than disastrous events.

The selected firm may also be tasked to support Emergency Management Planning, the Hazard Mitigation Plan and their various Phases.

Reimbursement for Tasks will be based on terms agreed to prior to the assignment of a specific task.

Work associated with Federal and State declared disaster(s) will require the Firm to meet all State and FEMA guidelines for reimbursement. Failure to gain Federal or State funding through illegal or inappropriate collection, processing or disposal will be the responsibility of the Firm.

EXHIBIT B – GRANT FORMS

Provide along with Proposal

- **Bid Opportunity List**
- **DBE MBE Participation**
- **Debarment status**
- **Lobbying disclosure**
- **Consultant Affidavit**
- **Truth in Negotiations**

Federal Procurement Provisions (2 CFR § 200.318-3