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REQUEST FOR PROPOSAL
GOVERNMENT OF PUERTO RICO
DEPARTMENT OF SPORTS AND RECREATION
RFP #2018-01: DEBRIS REMOVAL, HAULING, CONSOLIDATION, PROCESSING,
DISPOSAL SERVICES
AND
MONITORING SERVICES

SPECIFICATIONS REQUEST FOR BOTH PROPOSALS
SERVICES FOR DEBRIS REMOVAL, DISPOSAL and MONITORING

INTRODUCTION

In order to avoid all threats to health and public safety that debris poses, it is in the best interest of the Puerto Rico Department of Sports and Recreation (hereinafter the "Agency") to enter into agreements with experienced and competent contractors that can provide debris consolidation, processing and disposal services as a result of the aforementioned disaster. The Agency has divided its facilities into two categories, National Parks, and Sports and Recreation facilities. Sports and Recreation facilities will be divided within nine (9) regions.

The Agency is soliciting two proposals for (1) debris removal and disposal and (2) Debris Monitoring Services to deal with the consequences of Hurricane Maria in Puerto Rico. As used in this Request for Proposals (hereinafter "RFP") the term "debris" shall mean any construction materials, brush, vegetation, tree materials, white goods, soils, demolition materials, vehicles, boats, vessels and any other natural or man-made materials affected or resituated by the disaster. The terms "Proposer" and "Contractor" shall be considered synonyms.

GENERAL INFORMATION, SCOPE OF WORK, AND REQUIREMENTS

The Agency is seeking proposals and qualifications for the removal, disposal and monitoring services, at one (1) or more site(s), of hurricane-generated debris from all state National Parks, and sports and recreation facilities due to Hurricane Maria.

The primary purpose of these services is to ensure that the entire debris removal (which includes consolidation and processing or reduction) and final disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program V3 and all state emergency management agency guidelines.

Therefore, in the Department's effort to meet FEMA's Guidelines this RFP will be divided into two parts for which no monitoring firm may provide debris removal and disposal services and thus proposers for debris removal services can't submit proposals for monitoring activities.

PART I

RFP #2018-01: DEBRIS REMOVAL, HAULING CONSOLIDATION, PROCESSING AND DISPOSAL SERVICES

SPECIFICATIONS REQUEST FOR PROPOSALS SERVICES FOR DEBRIS REMOVAL AND DISPOSAL

INTRODUCTION

In order to avoid all threats to health and public safety that debris poses, it is in the best interest of the Puerto Rico Department of Sports and Recreation (hereinafter the "Agency") to enter into agreements with experienced and competent contractors that can provide debris consolidation, processing and disposal services as a result of the aforementioned disaster. The Agency has divided its facilities into two categories, National Parks, and Sports and Recreation facilities. Sports and Recreation facilities will be divided within nine (9) regions.

The Agency is soliciting proposals for debris removal and disposal services to deal with the consequences of Hurricane Maria in Puerto Rico. As used in this Request for Proposals (hereinafter "RFP") the term "debris" shall mean any construction materials, brush, vegetation, tree materials, white goods, soils, demolition materials, vehicles, boats, vessels and any other natural or man-made materials affected or resituated by the disaster. The terms "Proposer" and "Contractor" shall be considered synonyms.

GENERAL INFORMATION, SCOPE OF WORK, AND REQUIREMENTS

The Agency is seeking proposals and qualifications for the removal and disposal, at one (1) or more site(s), of hurricane-generated debris from all state National Parks, and sports and recreation facilities due to Hurricane Maria. The primary purpose of these services is to ensure that the entire debris removal (which includes consolidation and processing or reduction) and final disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program V3 and all state emergency management agency guidelines.

The successful proposers will be expected to follow all Occupational Safety and Health Administration (OSHA), Environmental Protective Agency (EPA),

Environmental Quality Board (EQB), Solid Waste Administration (ADS) rules and regulations, as well as all local, state and federal requirements and regulations regarding the maintenance of a proper site(s) as well as, if needed, the pick-up and hauling of debris to it.

The disposal method and proposed location(s) for both the removal and final disposal site(s) should be consistent with the technical specifications & scope of work included herein in this document.

The Proposers shall be prepared to furnish a general list of all subcontractors that it intends to utilize for the project, and shall endeavor to utilize local contractors whenever possible provided that these local contractors hold proper license and insurance credentials for the intended work. The Agency encourages proposers to use small and minority businesses, and women's business enterprises as subcontractors, where possible, as the use of local resources will be included as part of the evaluation criteria.

The Agency will award multiple contracts based on regional assignments and company qualifications. Multiple contracts will be awarded based on the operational needs of the Agency. In addition, the contracts awarded by this solicitation may be used by any political subdivision of the Government of Puerto Rico or eligible FEMA Public Assistance sub-grantee upon the consent of the Agency, the prospective political subdivision or eligible sub-grantee, and the Proposer.

All Proposers must meet the following general conditions:

- 1- Be able to provide – either directly, or indirectly through subcontractors - one or more of the following related services: pick-up, removal, separation, reduction, processing and disposal of debris;
- 2- Be willing and capable of performing proper documentation preparation and management of the services;
- 3- Be able to perform the services and any other agreed to services in a timely manner.

The Contractor will be expected to mobilize within 24 hours of a written notice to proceed to activate all the equipment and personnel required to have the necessary crew available for work. The number of crews required will be by mutual consent of the Agency and the successful Proposers. However, at the discretion of the Agency, the personnel requirements of a crew may be revised as the project precedes, and additional crews may be added based on needs.

RESPONSE FORMAT

Due to the condensed timeframe of this request, boilerplate information will be accepted to satisfy the requirements below:

- A. **Company Profile:** A company profile including the firm's name, business address, telephone number, year established (include former firm names and year established, if applicable), type of ownership, and parent company. Provide the name of the person who shall serve as authorized negotiator for the proposer, should Proposer be selected to negotiate with Agency. Maximum length of this section is 2 pages.
- B. **Experience:** Provide information indicative of experience on other projects of similar complexity that documents successful and reliable experience in past performance of Hurricane disaster recovery, as it relates to this proposal. Proposer must demonstrate special disaster recovery experience as it relates to this proposal, regarding services such as waterway/marine debris clean-up, hazardous tree/limb removal, hazardous material removal, white goods, vessel and vehicle recovery, asbestos removal, management, contracting/invoice reconciliation, as well as debris processing, reduction and final disposal after a Hurricane. Alternatively, Proposer may provide an explanation of experience handling construction debris or material similar in type and complexity.
- C. **Personnel:** Provide an organizational chart and summary resumes, of key staff. Maximum length of this section is 2 pages.
- D. **Conflicts:** All Proposers must certify that neither the Proposer, nor any employee thereof, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or state law and regulations. Proposers must also respond, in 1 page or less, if the Proposer had a public contract related to debris management and disposal cancelled within the past ten (10) years. If so, state the name and address of the other contracting party and reason. Maximum length of this section is 1 page per person.
- E. **Technical Approach:** Provide a description of the Proposer's approach to the project including implementation of the services, startup procedures, debris management and disposal. Include details discussing mobilization and operations. The maximum length of this section is 5 pages.
- F. **Fee Schedule:** The Proposers shall submit pricing using the attached Fee Schedule Form that contains the proposed fee for each service related to debris management and disposal. All normal expenses shall be included

in said fees, including lodging, meals, subcontractor fees, transportation and per diem. A sample fee schedule is included as Exhibit A.

The information provided must address, each of the criteria found in the following section, which shall be used by the Agency in the evaluation of each proposal.

EVALUATION OF PROPOSALS

Evaluation of proposals and selection of the firms shall be at the sole discretion of Agency. This will be a qualifications-based selection. Professional firms will be evaluated using the following criteria and respective weights. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to Agency representatives. The Agency's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The Agency reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

The Agency will reference Code of Federal Regulations (CFR), Title 2, Subtitle A, Chapter II, Part 200 -Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards (200.317-200.326) in evaluating proposal and awarding a contract.

The Agency reserves the right to make, for each Part included in this RFP, a single award or multiple awards. However, under no circumstance will a Proposer be awarded single or multiple regions under both Part I and Part II of this RFP.

GRADING CRITERIA POINTS

- 1. Use of local contractors..... 5
- 2. Company Personnel, its management and key staff related to the work to be performed..... 5
- 3. Fee Schedule..... 20

Cost Offers for all Proposers will be evaluated and an absolute score calculated. Points will be assigned for cost using a calculation-based evaluation process based on the total costs from the pricing submitted by each Proposer on the Exhibit A – Fee Schedule. See below for explanation.

Each cost component total of all extended costs will constitute the Proposer's cost offer.

1. The Lowest Cost Offer unit price will receive 100% of the available points for that cost component.
2. Remaining Offers will receive points based on application of the following formula:

$(A/B) * C = D$ where A is the lowest proposed cost offer, B is the cost offer being graded, C is the maximum cost points assigned to that cost criteria (20 points) and D is the number of cost points awarded to that particular Proposer for their cost offer.

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|----------------------------|----|
| 4. Experience..... | 35 |
| 5. Technical Approach..... | 35 |

SUBMITTAL

Proposers will have until 5:00 pm (AST) on September 14, 2018 to submit their Proposals electronically by secure email to: rfp_drd_sm@drd.pr.gov. Proposals, sent must contain as subject "Sports and Recreation Debris Removal and hauling, consolidation, processing, disposal services" and the name of the Proposer.

1. Terms and Definitions

Definitions of key terms used in this RFP are provided below.

1.1 Agency

1.1.1. "AGENCY" is used to refer to the Government of Puerto Rico Department of Sports and Recreation.

1.2 Approved Final Disposal Site

1.2.1 A final disposal site complying with the required permits issued by the Puerto Rico Environmental Quality Board and any other state or federal agency with jurisdiction.

1.3 Authorized Representative

1.3.1 The AGENCY employees and/or contracted individuals designated by the AGENCY or the AGENCY debris manager.

1.4 Cleanup Crew

1.4.1 A group of individuals or an individual employed by the CONTRACTOR to collect disaster debris.

1.5 Construction and Demolition (C&D) Debris

1.5.1 FEMA Public Assistance Program and Policy Guide (PAPPG)V3 defines eligible C&D debris as damaged components of buildings and structures such as lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster. (Note: This definition of C&D debris is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents.)

Current eligibility criteria include the following:

- a. Debris must be located within a designated area and be removed from an eligible applicant's improved property.
- b. Debris removal must be the legal responsibility of the applicant.
- c. Debris must be a result of a major disaster.

1.6 Debris

1.6.1 Items and materials broken, destroyed, or displaced by a natural or human-caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property.

1.7 Debris Management Site (DMS)

1.7.1 A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a temporary debris storage and reduction site (TDSRS) or temporary debris staging and processing facility (TDSPF).

1.8 Debris Manager

1.8.1 The AGENCY will designate a Debris Manager, who will provide oversight for all phases of debris removal operations.

1.9 Debris Removal

1.9.1 Picking up debris and taking it to a DMS, composting facility, recycling facility, permitted landfill, or other reuse or end-use facility.

1.10 Demolition

1.10.1 Demolition is the act or process of reducing a structure, as defined by the Territory of Puerto Rico or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

1.11 Description of Designated Area

1.11.1 The designated area for debris removal is bounded to the AGENCY's property and includes all sport facilities (as such, but not limited to, courts, pools), parks, beaches, vacation centers, zoo and whichever other property identified by the AGENCY.

The AGENCY may also authorize the CONTRACTOR to remove debris from NON-AGENCY properties or other areas as directed in writing by the AGENCY prior written agreement with the entity with jurisdiction including right of entry.

1.11.2 All debris identified by the AGENCY shall be removed. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated area to another designated area without prior approval from the AGENCY or its representative. Any eligible debris (such as fallen trees) that extends onto the AGENCY'S property from private property shall be cut at the point where it enters the AGENCY'S facility, and the part of the debris that lies within shall be removed. The CONTRACTOR shall not enter onto private property during the performance of this contract unless specifically authorized in writing by the AGENCY.

1.11.3 The CONTRACTOR shall deliver debris to disposal sites that have been permitted to receive disaster debris and will adhere to all State, Local, and Federal regulations.

1.11.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the truck bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to the disposal site.

1.11.5 All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by the AGENCY.

1.11.6 Loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the AGENCY'S

property. No single piece of debris larger than six (6) inches in any dimension shall be left on-site. Hand crews and rakes will be required.

1.11.7 The CONTRACTOR will provide an on-site Project Manager to the AGENCY. The Project Manager shall provide the AGENCY with a telephone number at which the Project Manager can be reached throughout the project. The Project Manager will be expected to have daily meetings with the AGENCY representatives. Meeting topics will include but will not be limited to volume of debris collected, completion progress, local coordination, and damage repairs. The AGENCY may adjust the frequency of meetings. The CONTRACTOR Project Manager must be available 24 hours-a-day, or as required by the AGENCY.

1.11.8 The CONTRACTOR must contract a potential DMS(s) and inform the Department of the selected site. The CONTRACTOR will be responsible for complying contracting a DMS(s) that meets all state and federal DMS(s) standards and requirements, and if applicable, returning the contracted DMS(s) to its original condition, abiding by all State and Federal environmental regulatory requirements.

- a. DMS locations to be determined within the AGENCY service request form.
- b. Once DMS locations are identified, the CONTRACTOR must inform the AGENCY of the address, GPS coordinates, and estimated acreage of each DMS.
- c. Based on the severity of the disaster, the AGENCY may task the CONTRACTOR with locating additional sites available to be used as DMS(s).
- d. The CONTRACTOR must coordinate directly with owners of all final disposal sites. All final disposal sites must be informed to and approved by in writing by the AGENCY. The CONTRACTOR will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS(s) operations and remediation must comply with all Local, State, and Federal safety and environmental standards. CONTRACTOR reduction, handling, disposal, and remediation operations must be informed to and approved by in writing by the AGENCY.
- e. Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at contracted disposal facilities, or other Agency-approved sites that meet Local, State, and Federal regulations for disposal, will be made at the cost incurred by the CONTRACTOR. The

CONTRACTOR must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

1.11.9 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and Local governments or agencies, or of any public utilities.

1.11.10 The AGENCY reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.

1.11.11 The CONTRACTOR shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy-two (72) hours, or sooner. Operations must begin within twenty-four (24) hours of notification to proceed by the AGENCY.

1.11.12 Debris management activities reimbursed through federal disaster programs may occur in areas protected by the Endangered Species Act.

1.11.13 Debris management activities reimbursed through federal disaster programs may occur in areas that are protected by the Historical Commission. The CONTRACTOR and the AGENCY will coordinate with the State Historic Preservation Office (SHPO) when appropriate.

1.12 Disaster Specific Guidance (DSG)

1.12.1 DSG is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to by its numerical identification. Relevant guidance to this event is attached in exhibit B.

1.13 Eligible

1.13.1 Eligible means qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the Agency to the CONTRACTOR) of the FEMA Public Assistance Program and Policy Guide (PAPPG) V3 all current FEMA fact sheets, guidance documents, and DSGs. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

1.14 Endangered Species Act

1.14.1 Section 7 of the Endangered Species Act, 16 U.S.C. § 1536(a)(2), requires all Federal agencies to consult with the National Marine Fisheries Service (NMFS) for marine and anadromous species, or the United States Fish and Wildlife Service (FWS) for fresh-water and wildlife, if they are proposing an action that may affect listed species or their designated habitat. "Action" is defined broadly to include funding, permitting, and other regulatory actions.

1.14.2 Each Federal agency is to ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of a designated critical habitat. This is done through consultation. If such species may be present, the Local government must conduct a biological assessment (BA) to analyze the potential effects of the project on listed species and critical habitat in order to establish and justify an effective determination. The Federal agency reviews the BA and, if it concludes that the project may adversely affect a listed species or its habitat, it prepares a biological opinion. The biological opinion may recommend reasonable and prudent alternatives to the proposed action to avoid jeopardizing or adversely modifying the habitat.

1.15 FEMA Public Assistance Program and Policy Guide (PAPPG) V3

1.15.1 This publication is specifically dedicated to the rules, regulations, and policies associated with the Public Assistance process including Debris Removal. It provides the framework for the debris removal process authorized by the Stafford Act, including the following:

- a. Eliminating immediate threats to lives, public health, and safety
- b. Eliminating immediate threats of significant damage to improved public or private property.
- c. Ensuring the economic recovery of the affected community to the benefit of the community at large.

1.16 Historic Preservation

1.16.1 In certain instances, debris operations may occur in designated areas (for example, DMS locations or private property) that are subject to historical preservation rules and regulations.

1.16.2 The Agency will work alongside FEMA Environmental and Historic Preservation Team to identify areas deemed archaeologically sensitive and will provide the contractor set of conditions on work to be completed within those areas.

1.16.3 No debris clearance, removal and disposal activities will take place unless authorized by the Agency.

1.16.3 Areas listed below are deemed to have significant archeological sensitivity and will require work to be complete as describe between sections 1.17 – 1.20

- National Historic Landmarks, National Register of Historic Places, and Puerto Rico Historic Zones, as designated by PR Planning Board.
- Other archaeologically sensitive areas - including areas of high probability for prehistoric-or historic period archaeological sites, and Archaeological Sensitive Zones designated by Puerto Rico Planning Board.

1.16.4 The contractor must stop work in the event that debris removal activities disturb human remains, archeological features (e.g., grave markers, house foundations, cisterns, shells middens, bateyes (plazas), rock art, or petroglyphs, etc.) or archeological materials (e.g., historic bricks, ceramic, bottle or can fragments, coins, beads, Pre Columbian stone/shell tools, pottery, etc.).

1.16.5 When using heavy equipment, an attempt should be made by the contractor to work from hard or firm (& dry) surfaces to the fullest extent possible, to avoid sinking into soft soils.

Prior to ground disturbance greater than four (4) inches in depth, the contractor must contact the Agency team to determine if known archaeological sites are within the project area.

1.17 Grinding

1.17.1 Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

1.18 Hazardous Hanging Limbs

1.18.1 A limb that poses significant threat to the public. The eligibility requirements for hangers according to FEMA Public Assistance Program and Policy Guide (PAPPG) V3

- a. The limb must be greater than two (2) inches in diameter.
- b. The limb must be suspended in a tree and threatening a public use area.
- c. The limb must be located on improved public property.

1.19 Hazardous Leaning Tree

1.19.1 A tree is considered hazardous and defined as an eligible leaner when the trees' present state is caused by a disaster, poses a significant threat to the public, and is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Public Assistance Program and Policy Guide (PAPPG) V3 include:

- a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from a certified arborist).
- b. The tree has a split trunk or broken branches that expose the heartwood.
- c. The tree has fallen or been uprooted within a public use area
- d. The tree is leaning at an angle greater than thirty (30) degrees.

1.20 Hazardous Stump

1.20.1 A stump is defined as hazardous and eligible for reimbursement if all the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA Public Assistance Program and Policy Guide (PAPPG)V3 are:

- a. The stump has fifty (50) percent or more of the root ball exposed.
- b. The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- c. The stump is located on the AGENCY'S property or facilities.
- d. The stump is poses an immediate threat to public health and safety.

1.20.2 Prior to removing stumps/rootballs the contractors will require a designated approval notice from the Agency certifying that area in which work will be perform was not designated as an area with known historic/archeological sensitivity.

1.20.3 For areas deemed historically sensitive the root-ball will be notified to EHP left undisturbed until FEMA EHP team provides clearance for removal.

1.20.4 If proposed location is within a historically sensitive location and stump work is cleared by EHP, the preference is for the contractor to place a stump back into its original position (cutting roots is permissible), and then cutting the remaining portion of the trunk flush with the ground surface. Void spaces are to be backfilled with any original loose soil from the root ball and/or clean fill from

an approved source. If any potential archeological materials are discovered, work will immediately cease, and the contractor will notify the Agency and FEMA.

1.20.5 If FEMA EHP and the Agency determine to remove a root ball within a historically sensitive or a high-probability archaeological area, a qualified archaeologist will either excavate the root ball or monitor the extraction process (following codes and standards issued by the Register of Professional Archaeologists; and the Secretary of the Interior's Historic Preservation Professional Qualification Standards for Archaeology).

1.20.5 Areas not deemed historically sensitive will run normal course of action as specified in section 2.11 unless unanticipated archaeological events are identified as explained in section 1.16.4

1.21 Household Hazardous Waste (HHW)

1.21.1 The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- a. HHW must be located within a designated area and be removed from an eligible applicant's improved property or facilities.
- b. HHW removal must be the legal responsibility of the applicant.
- c. HHW must be a result of a major disaster.

1.21.2 The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected by the CONTRACTOR with written authorization by the AGENCY. Hazardous waste must be disposed of in accordance with all rules and regulations of Local, State, and Federal regulatory agencies.

1.22 Monitor

1.22.1 Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the AGENCY'S expectations and contractual requirements, and complying with all applicable Federal, State, and Local regulations. May also be referred to as a field inspector.

1.23 Personal Protective Equipment (PPE)

1.23.1 Equipment worn to minimize exposure to a variety of hazards

1.24 Recycling

1.24.1 The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

1.25 Refrigerant

1.25.1 Ozone-depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

1.26 Right of Entry (ROE)

1.26.1 As used by FEMA, the document by which a property owner confers to the or its CONTRACTOR or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

1.28 Scale/Weigh Station

1.28.1 A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

1.29 Tipping Fee

1.29.1 A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped. May also be referred to as a disposal fee.

1.30 Used Electronics

1.30.1 End-of-life electronics (typically televisions, computers, and related components) that have been damaged by the disaster. May also be referred to as e-waste.

1.31 Vegetative Debris

1.31.1 Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products.

1.31.2 Remains of standing trees that are clearly damaged beyond salvage.

1.32 White Goods

1.32.1 FEMA Public Assistance Program and Policy Guide (PAPPG) V3, eligible white goods are defined as discarded disaster-related appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing

machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- a. White goods must be located within a designated area and be removed from an eligible applicant's improved property or facilities.
- b. White goods removal must be the legal responsibility of the applicant.
- c. White goods must be a result of a major disaster.

2. Scope of Work and Rate Schedule Items

The CONTRACTOR shall have the capacity to manage a major workforce with multiple SUBCONTRACTORS and to cover the expenses of a major recovery prior to being paid by the AGENCY. The Contract will specify that Invoices will be paid on or before 90 days from receipt.

Established management teams must be in place. The CONTRACTOR shall have the resources to provide the equipment and personnel necessary to cover a disaster.

It shall be the CONTRACTOR'S responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris once the AGENCY issues a Notice to Proceed to the CONTRACTOR, unless otherwise directed in writing by the AGENCY.

Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at an AGENCY-approved final disposal site that meet Local, State, and Federal regulations for disposal will be reimbursed by the AGENCY as a pass-through cost. Prior to reimbursement by the AGENCY, the CONTRACTOR must furnish an invoice in hard copy and electronic formats, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

The Scope of Work under this contract includes the following elements:

2.1 Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the AGENCY'S PROPERTIES to an AGENCY-approved DMS or approved final disposal site in accordance with all Federal, State, and Local regulations.

2.1.1 Vegetative debris in the AGENCY'S property is defined as debris, resulting from a hurricane or other natural or human-caused disaster, that has been or will be placed along public property easements, AGENCY parks, alleys, AGENCY debris staging areas, and other areas as designated by the AGENCY.

2.1.2 For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the actual legal street and that is accessible from the line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the property, and is to be removed.

2.1.3 The CONTRACTOR will remove vegetative debris as directed by the AGENCY.

2.1.4 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the AGENCY or its authorized representative.

2.1.5 The CONTRACTOR must provide traffic control as conditions require or as directed by the AGENCY.

2.1.6 Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the AGENCY or its authorized representative. The AGENCY will provide specific right-of-entry legal and operational procedures.

2.2 Construction and Demolition (C&D) Debris Removal

Under this contract, work may also include all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible C&D debris from the AGENCY'S property to an AGENCY-approved final disposal site in accordance with all Federal, State, and Local regulations.

2.2.1. C&D debris in AGENCY'S property is defined as disaster-generated debris that has been or will be placed along public property, easements, AGENCY facilities such as, but not limited to courts, pools, as well as, parks, beaches, vacation centers, zoo and whichever other property identified by the Agency.

2.2.2 For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the property and that is accessible from the property line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the property and is to be remove.

2.2.3 The CONTRACTOR will remove C&D debris from the properties as directed by the AGENCY.

2.2.4 Once the debris removal vehicle has been issued a load ticket from the AGENCY'S authorized representative, the debris removal vehicle will proceed immediately to the contracted and AGENCY-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

2.2.5 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the AGENCY or its authorized representative.

2.2.6 The CONTRACTOR must provide traffic control as conditions require or as directed by the AGENCY.

2.2.7 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed by the AGENCY or its authorized representative. The AGENCY will provide specific ROE legal and operational procedures.

2.2.8 C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The AGENCY or authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

2.3 Demolition, Removal, Transport, and Disposal of Non-RACM Structures

Under this contract, work could include all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible nonregulated asbestos-containing material (non-RACM) structures on private property within the property and facilities of the AGENCY. Under this service, work will include asbestos-containing material (ACM) testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of non-RACM structures, as well as scattered C&D debris on private property, will be transported to an AGENCY-approved final disposal site in accordance with all Federal, State, and Local regulations.

2.3.1 Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the AGENCY.

2.3.2 Entry onto private property will only be permitted when directed by the AGENCY. The AGENCY will provide specific ROE legal and operational procedures.

2.3.3 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.

2.3.4 Decommissioning consists of the removal and disposal of all household hazardous waste (HHW), used electronics, white goods, and scrap tires from a non-RACM structure at a properly sanctioned facility in accordance with all applicable Federal, State, and Local regulations.

2.3.5 Any structurally unsound and unsafe structures will be identified and presented to the AGENCY for direction regarding decommissioning.

2.3.6 Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the AGENCY'S authorized representative.

2.3.7 Once the debris removal vehicle has been issued a load ticket from the AGENCY'S authorized representative, the debris removal vehicle will proceed immediately to the contracted and AGENCY-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

2.3.8 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the AGENCY or its authorized representative. The AGENCY will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

2.4 Demolition, Removal, Transport, and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on property and facilities of the AGENCY. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property will be transported to an AGENCY-approved final disposal site in accordance with all Federal, State, and Local regulations.

2.4.1 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.

2.4.2 Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.

2.4.3 Any structurally unsound and unsafe structures will be identified and presented to the AGENCY for direction regarding decommissioning.

2.4.4 Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the AGENCY'S authorized representative.

2.4.5 Once the debris removal vehicle has been issued a load ticket from the AGENCY'S authorized representative the debris removal vehicle will proceed immediately to the contracted and AGENCY approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

2.4.6 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the AGENCY or its authorized representative. The AGENCY will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

2.6 DMS Management and Operations

Under the contract, work shall consist of all labor, equipment, fuel and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction of disaster debris. Reduction methods must be approved by the AGENCY prior to commencement of reduction activities. DMS layouts and ingress and egress plans must be approved by the AGENCY.

2.6.1 Managing DMS location includes helping to obtain necessary Local, State, and Federal permits or approval and operating in accordance with all rules and regulations of Local, State, and Federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (EPA), PR Commission on Environmental Quality (PREQ) PR Historical Commission or other State agencies. The CONTRACTOR shall also be responsible for all costs associated with third-party groundwater and soil testing.

2.6.2 Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items).

2.6.3 If the alternate tonnage price schedule of this RFP is used, the CONTRACTOR shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of receiving the Notice to Proceed or written notice that the AGENCY intends to use the alternate tonnage price schedule of this RFP. The CONTRACTOR shall provide a sufficient number of scales meeting the AGENCY'S specifications to provide for the efficient delivery of waste streams without excessive wait times. The AGENCY shall decide what constitutes an excessive wait time. To the extent

that the AGENCY determines that additional scales are required, certified scales must be operational within five (5) business days of the AGENCY'S written request.

2.6.4 The CONTRACTOR is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

2.6.5 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).

2.6.6 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).

2.6.7 The CONTRACTOR is responsible for providing twenty-four (24)-hour security at DMS(s).

2.6.8 The CONTRACTOR will only permit CONTRACTOR vehicles and others specifically authorized by the AGENCY or its authorized representative on DMS locations.

2.6.9 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).

2.6.10 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).

2.6.11 The CONTRACTOR is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The AGENCY will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s).

2.6.12 The CONTRACTOR shall provide tower(s) from which the AGENCY or its authorized representative can make volumetric load calls. The tower provided by the CONTRACTOR will meet required minimum specifications.

2.6.13 The CONTRACTOR is responsible for operating the DMS(s) in accordance with Occupational Health and Safety Administration (OSHA), EPA, and PREQ guidelines.

2.6.14 Upon completion of haul-out activities, the CONTRACTOR shall restore the site to its original condition prior to site use at their own expense, abide by all Local, State, and Federal environmental regulatory requirements, and obtain a written release from the AGENCY or its authorized representative. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the END USER'S direction for DMS(s) operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all State and Federal environmental regulatory requirements and is subject to final approval by the AGENCY and Puerto Rico Environmental Agency.

2.7 DMS Management and Reduction by Grinding

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by grinding. Reduction methods are at the discretion of the AGENCY. Grinding must be approved by the AGENCY prior to commencement of reduction activities.

2.7.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

2.7.2 The CONTRACTOR must obtain the AGENCY'S approval to reduce C&D debris. If approved for reduction by the AGENCY, C&D debris must be reduced via grinding for the AGENCY to compensate the CONTRACTOR for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

2.8 DMS Management and Reduction by Incineration

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by incineration. Reduction methods (controlled open air incineration and air curtain burning) are at the discretion of the AGENCY. Incineration must be approved by the AGENCY prior to commencement of reduction activities.

2.8.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

2.9 Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material (such as ash, compacted C&D, or mulch) from the contracted and AGENCY-approved DMS(s) to the final disposal site in accordance with all Local, State, and Federal regulations.

2.9.1 All un-reduced disaster debris must be transported to a final disposal site separately from reduced debris.

2.9.2 The CONTRACTOR shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.

2.9.3 The CONTRACTOR shall not use any disposal site without the written consent of the AGENCY. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the AGENCY prior to issuing any such authorization.

2.9.4 The CONTRACTOR shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the CONTRACTOR, and the AGENCY for permission to post an AGENCY inspector at the site for verification of each load disposed.

2.9.5 The CONTRACTOR shall provide a sufficient number of debris site towers and/or certified scales meeting THE AGENCY specifications to provide for the efficient delivery of waste streams without excessive wait times. The AGENCY shall decide what constitutes an excessive wait time. To the extent that the AGENCY determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the AGENCY'S request and certified scales must be operational within five (5) business days of the AGENCY'S request.

2.9.6 At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.

2.9.7 The CONTRACTOR shall not receive any payment from the AGENCY for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by the AGENCY.

2.10 Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, control costs, and other associated costs necessary to remove all eligible hazardous leaning trees six (6) inches or greater in diameter, measured four (4) feet from the base of the tree or chest height, and eligible hazardous hanging limbs two (2) inches or greater in diameter in the AGENCY property. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs two (2) inches or greater in the AGENCY property will be placed in the safest possible location on the AGENCY'S facilities and subsequently removed in accordance with FEMA Vegetative Debris Policy. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four (4) feet from the base of the tree or at chest height, will be flush cut, loaded, and removed. The AGENCY will not compensate the CONTRACTOR for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the AGENCY'S property, then the CONTRACTOR must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

2.10.1 Eligible hazardous leaning trees will be identified by the AGENCY or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the AGENCY private property will be performed as identified by the AGENCY or authorized representative. All disaster specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the CONTRACTOR in writing by the AGENCY or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

- a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from a certified arborist).
- b. The tree has a split trunk or broken branches that expose the heartwood.
- c. The tree has fallen or been uprooted within a public use area.
- d. The tree is leaning at an angle greater than thirty (30) degrees.

2.10.2 Eligible hazardous hanging limbs will be identified by the AGENCY or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter on the AGENCY private property will be performed as identified by the AGENCY'S authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the CONTRACTOR in writing by the

AGENCY'S authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- a. The limb is greater than two (2) inches in diameter.
- b. The limb is still hanging in a tree and threatening a public use area.
- c. Pie limb is located on improved public property

2.11 Removal of Hazardous Stumps

2.11.1 Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, in the AGENCY'S property or facilities. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety.

Further, debris generated from the removal of eligible hazardous uprooted stumps in the AGENCY'S property or facilities will be placed in the safest possible location on the AGENCY's property and subsequently removed in accordance with FEMA Stump Policy. Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and will be removed in accordance with FEMA policy. The AGENCY will not compensate the CONTRACTOR for removing hazardous stumps less than twenty-four (24) inches in diameter on unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table.

2.11.2 Prior to removing stumps/rootballs the contractors will require a designated approval notice from the Agency certifying that area in which work will be perform was not designated as an area with known historic/archeological sensitivity. Areas deemed historically sensitive will follow work detailed in section 1.20

2.11.3 Eligible hazardous stumps will be identified by the AGENCY for removal. Removal and transportation of hazardous uprooted stumps in the AGENCY's private property will be performed as identified by the AGENCY. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR in writing by the AGENCY. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:

- a. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
- b. Fifty (50) percent or more of the root ball is exposed.
- c. The stump is on THE AGENCY'S PROPERTY and poses an immediate threat to public health, safety, or welfare

2.11.4 Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal as vegetative debris. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed as vegetative debris. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table.

2.11.5 The AGENCY or its representative will measure and certify all stumps before removal.

2.11.6 Stumps shall only be collected after the AGENCY and the CONTRACTOR document and perform the following:

- a. Location - Determine that the uprooted stump is located on improved public property or an AGENCY'S facility. Record and document the location using photography, map depiction, and specific descriptive notations.
- b. Size - Measure and record the diameter of the stump to be removed at the appropriate location.
- c. Marking - Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
- d. Stump Worksheet - Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: 1) names and signatures of parties present; 2) physical location (street address, road cross streets, etc.); 3) stump number; 4) size of the stump; and 5) date of stump removal.

2.11.7 The unit stump price shall include but not be limited to stump extraction, stump cavity, filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

2.12 White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods, removal of refrigerants, transportation to an AGENCY-approved OMS,

decontamination, and transportation to the AGENCY'S approved final disposal site.

2.12.1 White goods containing refrigerants must first have such refrigerants removed by the CONTRACTOR'S qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

2.12.2 The removal, transportation, and disposal of white goods includes obtaining a, necessary Local, State, and Federal Handling Permits and operating in accordance with Local, State, and Federal regulatory agencies.

2.12.3 There are no disposal fees for residential white goods.

2.13 Used Electronics

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible used electronics from the AGENCY'S private property to an AGENCY-approved final disposal site. Eligible used electronics include but is not limited to disaster-damaged televisions, computers, computer monitors and microwaves in areas identified and approved by the AGENCY. The CONTRACTOR shall recycle or dispose of all eligible used electronics in accordance with all Local, State, and Federal regulations.

2.14 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of HHW.

2.14.1 The removal, transportation, and disposal of HHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

2.14.2 The collection methods shall include collection vehicles supplied by the CONTRACTOR which shall be capable of transporting HHW materials from the curb to the approved final disposal sites. All hazardous waste collection personnel shall wear Level D personal protective equipment (PPE) and carry a means of communication (for example, cell phone or radio) for safety and operational purpose. CONTRACTOR personnel shall observe all applicable safety requirements for the handling of HHW in accordance with applicable regulations. All HHW shall be examined prior to collection to ensure it is free of other more serious contaminants, including PCBs. Such serious and non-

qualifying non-HHW waste shall be noted and scheduled for separate recovery by AGENCY or CONTRACTOR as directed by the AGENCY. Debris identified as HHW shall be collected and placed in poly bags for temporary storage during transport to the approved final disposal site.

2.15 Abandoned Vessel and Vehicle Removal

Under this contract, work shall consist of the all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and haul-out of eligible vessels and vehicles in areas identified and approved by the AGENCY. The removed eligible vehicles will be hauled to an AGENCY-approved staging area and subsequently disposed of by the appropriate regulatory agency.

2.15.1 The removal, transportation, and disposal required for abandoned vessel and vehicle removal includes obtaining all necessary Local, State, and Federal Handling

Permits and operating in accordance with all Local, State, and Federal regulations.

2.16 Animal Carcass Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses in areas identified and approved by the AGENCY to an approved final disposal site. The carcasses will be hauled to an AGENCY-approved staging area and subsequently disposed of by the appropriate regulatory agency.

2.16.1. The CONTRACTOR will coordinate activities with the appropriate Local animal control agency.

2.16.2 The removal, transportation, and disposal of Animal Carcasses includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local State, and Federal regulations.

2.17 Other Debris Removal Work

Neither the CONTRACTOR nor any SUBCONTRACTOR shall solicit work from private citizens or others to be performed in the designated work areas during the term of this CONTRACT. The AGENCY reserves the right to require the CONTRACTOR to dismiss or remove from the project any workers as the AGENCY sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

2.18 Use of Local Resources

The CONTRACTOR will be able to use their own SUBCONTRACTOR resources to meet the obligations of the contract. The evaluation criteria do not include a local preference; however circumstances dictate that using qualified, licensed local resources will likely be in the interest of the proposer and the AGENCY.

2.19 Working Hours

Working hours of this CONTRACT shall only be during daylight hours, Monday through Sunday, or as otherwise directed by the AGENCY. No work outside these hours shall be allowed unless approved in advance by the AGENCY.

2.19.1 The CONTRACTOR shall conduct debris removal operations that generate noise levels above that normally associated with routine traffic flow during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the AGENCY and the CONTRACTOR. Unless otherwise directed, the CONTRACTOR must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-hour, seven-(7)-days-a-week basis. No work will be performed on the following holidays without prior approval of the AGENCY:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day

2.20 Debris Site Tower Specifications

The CONTRACTOR shall provide as many towers as designated by the AGENCY at each site for the use of the AGENCY representatives during their inspection of dumping operations.

2.20.1 If ingress and egress of the DMS(s) is of significant distance that the AGENCY or its authorized representative are unable to verify the entering and exiting trucks, then the CONTRACTOR may be required to provide a second tower.

2.20.2 The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from the surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor space, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate

railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all sides.

2.20.3 The CONTRACTOR shall provide a minimum of one (1) portable toilet at each dump site for the use of the AGENCY authorized representatives during their inspections of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the CONTRACTOR throughout dumping operations.

2.20.4. Care shall be taken to place tower at sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the AGENCY due to unsuitable conditions at the tower.

2.21 Equipment

2.21.1 All trucks and other equipment must comply with all applicable Local, State, and Federal regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

2.21.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the AGENCY or authorized representative prior to its use by the CONTRACTOR.

2.21.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will the PROPOSER mix debris hauled for others with debris hauled under this contract.

2.21.4 Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal site.

2.21.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the AGENCY.

2.21.6 Hand-loaded vehicles are prohibited unless preauthorized in writing by the AGENCY following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction.

2.22 Damage to Public or Private Property

2.22.1 All items damaged as a result of CONTRACTOR or SUB-ONTRACTOR operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by and at the sole satisfaction of the AGENCY. The CONTRACTOR will be responsible for any invoices submitted to the AGENCY (such as by utility companies or landowners) that are determined to be the result of damage done by the CONTRACTOR. The AGENCY reserves the right to pay any such invoices and deduct the cost from the CONTRACTOR'S invoice. Repairs or receipt of repairs shall be completed and submitted to the AGENCY prior to submission of the CONTRACTOR'S invoice for work accomplished. If the CONTRACTOR fails to repair any damaged property, the AGENCY may have the work performed and charge the CONTRACTOR.

2.22.2 The CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means necessary. Failure to restore damage to public or private property to the satisfaction of the AGENCY will result in the AGENCY withholding retainage money in an amount sufficient to make necessary repairs

2.23 Existing Utilities

2.23.1 Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be CONTRACTOR'S responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The CONTRACTOR shall pay all such costs to the utility company for any adjustments.

2.23.2 The CONTRACTOR shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately-owned water and sewer facilities shall be made by the CONTRACTOR.

2.24 Environmental Protection

2.24.1 All chemicals of whatever nature used during project construction or furnished for project operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.

2.24.2 The CONTRACTOR shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the AGENCY.

The CONTRACTOR shall comply in a timely manner with all directions of the AGENCY regarding the use of a water truck or other approved dust abatement measures.

2.24.3 The CONTRACTOR shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

2.25 Documentation and Measurement

2.25.1 Prior to beginning any work, the AGENCY or its authorized representative shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the AGENCY or its authorized representative prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an AGENCY authorized representative each time it returns to work from other contracts or communities.

2.25.2 The CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.

2.25.3 The CONTRACTOR shall designate one Project Manager. The Project Manager shall provide the AGENCY with a telephone number at which the Project Manager can be reached throughout the project.

2.25.4 Load tickets will be provided by the AGENCY or its authorized representative for recording volumes of debris removal.

a. Each load ticket shall consist of one original and four carbon-copy duplicates.

b. Load tickets will be issued by the AGENCY authorized representative at the loading site. The AGENCY will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four copies to the AGENCY authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by

the AGENCY authorized representative present at the dump site. The AGENCY authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. The AGENCY will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.

c. The CONTRACTOR shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the AGENCY.

2.26 Ownership of Debris

All debris residing in the AGENCY'S property or facilities and contracted DMS(s) shall be the property of the AGENCY until final disposal at a properly permitted disposal site. The CONTRACTOR shall be responsible removing debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking.

2.26.1 All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the AGENCY.

2.26.2 It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Puerto Rico Department of Environmental Quality may issue orders for the classification and disposition of all disaster debris.

Based on these mandates and other applicable State and Federal reimbursement agencies, the character and disposal of waste streams will be determined. The CONTRACTOR and the AGENCY will establish a final disposal plan based on these mandates

3. Minimum Contract Requirements

The Proposer acknowledges that the contract to be awarded will include as a minimum the scope of work here stipulated. The Proposer understands and agrees that all applicable local and federal contract provisions will be included in any contract with the Agency including but not limited to provisions found at 2CFR 200.326 and Appendix II to Part 200.

4. Insurance

The Contractor will be required to comply with all local and federal insurance requirements for the work to be performed including but not limited to:

Puerto Rico State Insurance Fund

Commercial General Liability with limits no less than \$1,000,000.00

Hazardous or Ecological Insurance with limits no less than \$500,000.00

Driver's Insurance including coalition

5. Performance Bond

The Successful proposers will be required to provide at the execution of the contract a Performance Bond in the amount of \$5,000,000.00

6. Zones to be Awarded

The Department of Sports and Recreation, for purposes of this contract, has divided its facilities in two (2) categories: National Parks and the Sports and Recreation facilities each category is comprised of the following:

Category 1: National Parks

Site 1: Facility: Cerro Gordo Beach

Municipality: Vega Alta

GPS: 18.4815, -66.3397

Damage: Approximately 6,000 CY

Site 2: Facility: Manuel "Nolo" Morales Beach

Municipality: Dorado

GPS: 18.4745, -66.2803

Damage: Approximately 5,000 CY

Site 3: Facility: Punta Salinas Beach

Municipality: Toa Baja

GPS: 18.4738, -66.1859

Damage: Approximately 9,000 CY

Site 4: Facility: Seven Seas Beach

Municipality: Fajardo

GPS: 18.3676, -65.6346

Damage: Approximately 7,000 CY

Site 5: Facility: Sun Bay Beach

Municipality: Vieques

GPS: 18.0968, -654638

Damage: Approximately 6,473 CY

Site 6: Facility: Cana Gorda Beach

Municipality: Guánica

GPS: 17, 9524, -66.8858

Damage: Approximately 4,000 CY

Site 7: Facility: Area Recreativa Isla de Cabras Beach

Municipality: Toa Baja

GPS: 18.4709, -66.1363

Damage: Approximately 4,000 CY

Site 8: Facility: Monte del Estado Vacation Center

Municipality : Maricao

GPS: 18.1401, -66.9737

Damage: Approximately 1,333 CY

Site 9: Facility: Punta Santiago Vacation Center

Municipality: Humacao

GPS: 18.1623, -65.7436

Damage: Approximately 20,000 CY

Site 10: Facility: Boquerón Vacation Center

Municipality: Cabo Rojo

GPS: 18.0098, -671748

Damage: Approximately 20,000 CY

Site 11: Facility: Villas de Añasco Vacation Center

Municipality: Añasco

GPS: 18.294, -672021

Damage: Approximately 4,000 CY

Site 12: Facility: Villas del Lago Caonillas Vacation Center

Municipality: Utuado

GPS: 18.2767, -66.6528

Damage: Approximately 8,000 CY

Site 13: Facility: Luis Munoz Rivera Park

Municipality: San Juan

GPS: 18.4646, -66.091

Damage: Approximately 14,506 CY

Site 14: Facility: Parque Lineal Enrique Marti Coll Park

Municipality: Maricao

GPS: 18.1623, -65.7436

Damage: Approximately 3,000 CY

Site 15: Facility: Julio Enrique Monagas Park

Municipality: Bayamon

GPS: 18.4093, -66.1408

Damage: Approximately 7667 CY

Site 16: Facility: 4. Parque Ecológico Park

Municipality: Maricao

GPS: 18.1425, -66.9768

Damage: Approximately 700 CY

Site 17: Facility: Parque Acuático Park

Municipality: Humacao

GPS: 18.1527, -65.7638

Damage: Approximately 1,000 CY

Site 18: Facility: Zoológico de PR

Municipality: Mayaguez

GPS: 18.2162, -67.1331

Damage: Approximately 4,408 CY

Site 19: Facility: Parque Cavernas Del Rio Camuy

Municipality: Camuy

GPS: 18.3457, -66.8226

Damage: Approximately 7,094 CY

Site 20: Facility: La Monserrate Beach

Municipality: Luquillo GPS: 18.384653, -65.728971

Damage: Approximately 17,000 CY

Category 2: Department of Sports and Recreation Regions:

DRD: METRO REGION:

Estimated CY 4,165

DRD NORTH REGION:

Estimated CY 5,720

DRD NORTH WEST REGION:

Estimated CY 4,694

DRD WEST REGION:

Estimated CY 92

DRD SOUTH REGION:

Estimated CY 4,640

DRD SOUTHEAST REGION:

Estimated CY 4,485

DRD EAST REGION:

Estimated CY 1,391

DRD NORTH EAST REGION:

Estimated CY 1,671

DRD CENTRAL REGION:

Estimated CY 583

PART II

DEBRIS MONITORING SERVICES

1. INTRODUCTION:

In order to avoid all threats to health and public safety that debris poses, it is in the best interest of the Puerto Rico Department of Sports and Recreation (hereinafter the "Agency") to enter into agreements with experienced and competent contractors that can provide debris monitoring services. The Agency has divided its facilities into two categories, National Parks, and Sports and Recreation facilities. The category of Sports and Recreation facilities has been sub-divided into five (5) zones. No single contractor will be awarded more than two (2) zones.

The Agency is soliciting proposals for debris monitoring services to deal with the consequences of Hurricane Maria in Puerto Rico. As used in this Request for Proposals (hereinafter "RFP") the term "debris" shall mean any construction materials, brush, vegetation, tree materials, white goods, soils, demolition materials, vehicles, boats, vessels and any other natural or man-made materials affected or resituated by the disaster. The terms "Proposer" and "Contractor" shall be considered synonyms. The words "must" or "will" or "shall" indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

The Agency desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

2. PURPOSE

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the Agency may evaluate the Proposer's products and services as they compare to other providers and as they pertain to the needs of the Agency as defined in this document.

3. SCOPE OF WORK:

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best

interest of the Agency to enter into an agreement for a term of one year with a firm to provide debris management and monitoring services as a result of a disaster.

3.1 Staff Mobilization

The debris monitoring firm (Monitor) will be expected to mobilize within 3 days of a written notice to proceed with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff, such as lodging arrangements for key staff, are the responsibility of the Monitor.

3.2 Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Agency and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. The Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

3.3 Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb

removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

3.4 Monitor Training

Monitor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the Owner. All

Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

3.5 Spot Checks and Auditing of Monitors

Monitor will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

3.6 Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Agency in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

3.7 Truck Certification

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

3.8 Quality Control/Quality Assurance

A QA/ QC program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

3.9 DMS/Disposal Sites

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, if applicable.

3.10 Data Management

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

3.11 Public Information Support

Monitor may be asked to assist the Agency in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

3.12 Funding Support

The Monitor shall assist the Agency in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Agency to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Agency and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Agency with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Agency in finding additional funding reimbursement sources related to disaster mitigation.

3.13 Recovery Services

The Agency is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

3.14 Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

3.14.1 Pre-Storm Coordination

Monitor will be prepared to meet with the Agency once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Agency immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Agency and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

3.14.2 Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

3.14.3 Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

3.14.4 Contractor Damages

The Monitor may be asked to develop a database application to track and help the Agency manage contractor damages.

3.14.5 Status Reports

Monitor will provide detailed daily or weekly status reports to the Agency as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

3.14.6 Public Assistance (PA) Consulting.

The Monitor will provide PA Consulting Services if requested by the Agency, such as:

- a. Identification of eligible emergency and permanent work
- b. Damage Assessment;
- c. Assistance in attaining Immediate Needs Funding;

- d. Loss measurement and categorization;
- e. Insurance evaluation, documentation adjusting and settlement services;
- f. Project Worksheet generation and review;
- g. FEMA, FHWA and Natural Resources Conservation Services (NRCS) reimbursement support;
- h. Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- i. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- j. Appeal services and negotiations;
- k. Reconstruction and long-term infrastructure planning; and
- l. Final review of all emergency and permanent work performed.

4. GENERAL CONTRACT TERMS AND CONDITIONS:

This contract is for a one (1) year initial term, with up to two (2) one (1) one-year renewal terms available, upon the mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

Either party to the contract may exercise its option not to renew the contract by providing written notice of its intent not to renew no later than thirty (30) calendar days prior to the expiration date of the currently- expiring term. Contractual provisions within any proposal requiring a longer advance notice of intent not to renew than the 30 days stated herein, and/or financial penalties for non-renewal will not be acceptable to the Agency.

Refusal by a proposer to amend any of the prohibited provisions described in this section may be grounds for rejection of the subject proposal.

Federal regulations require that the Agency have the right to terminate any contract for cause or convenience and such language will be included in any contract.

Vendors understand and agree that all applicable local and federal contract provisions will be included in any contract with the Agency including but not limited to provisions found at 2CFR 200.326 and Appendix II to Part 200.

Other anticipated terms and conditions can be found in section 10.

5. INSTRUCTIONS TO PROPOSERS:

5.1 Proposal Requirements

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions shall be disqualified without further consideration. Proposers must send their proposal on or before 5:00 p.m. by August 20, 2018 by secure email to rfp_drd_sm@drd.pr.gov.

5.2 Proposals, sent must contain as subject "Sports and Recreation Debris Monitoring" and the name of the Proposer. During the review and negotiation process there will be no disclosure of contents to competing firms and all proposals will be kept confidential. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the Agency.

The Agency requires comprehensive responses to every section within this RFP.

Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. The Agency requests that proposals be limited to no more than 35 pages, excluding resumes and sample documents. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

5.3 Selection Process Timeline

The vendor/contractor selection process will follow the estimated timeline shown below.

- Request for Proposals Issued: Thursday, August 30, 2018
- Questions submittal deadline: Tuesday, September 11, 2018

- Proposal Submission Deadline: Friday, September 14, 2018 5:00pm (AST)
- Selection Process: Monday, September 17-19, 2018

5.4 Addendum

Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addendum. Sole issuing authority of addenda shall be vested in the Agency Secretary's Office. Any changes to specifications will be made in writing and posted on the Agency's website at: www.drdpuertorico.com

5.5 Receipt of Addendum

Respondents shall acknowledge receipt of all addenda on the Proposal form found within this document.

5.6 Late Proposals

Proposals received by the Agency after the submission deadline will be considered void and unacceptable. Agency is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp of the email shall be the official time of receipt.

5.7 Altering Proposals

Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

5.8 Statement of Compliance

By submission of a response to this RFP, Proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP as well as:

Part 1: Management Summary: Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. The cover letter and organizational chart shall be limited to one (1) page.

Part 2: Project Experience: Describe, in detail, how the service will be provided based on similar past experience. The proposer shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris

removal work. The Agency requests examples of past contracts covering a range of sizes and scopes listing the client, disaster event, quantity and type of debris monitored, service period, number of disposal sites where monitoring occurred, final contract price, and other relevant explanatory or descriptive information.

Part 3: Capacity: The proposer shall state the size of the firm's staff, the location of the office from which this service is to be performed and the number and nature of the staff to be employed in the performance of this service on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. The proposer shall include the mobilization response time and a list of contracts with the Government of Puerto Rico.

Part 4: Qualifications of Firm and Key Personnel: The proposer shall identify the project manager and each individual who will work as part of this engagement. Include resumes of all involved in the delivery of the offered services. Include any professional designations and affiliations, certifications and licenses, etc.

Part 5: References: Provide at least three (3) references for governmental agencies of similar size and scope. Include the name of the agency, contact name, telephone, email address, length of the contract, and a brief summary of the work. Also provide a description of any conflicts, which may have occurred over the last three years with these, or any other contract for similar work.

Part 6: Fee Schedule: The proposer shall provide information relative to providing the services outlined herein using the Fee Schedule form. When appropriate, pricing should be by cubic yard, including, but not limited to, pickup, transportation and all disposal fees. Other services may be listed and priced separately. Pricing shall include all direct and indirect costs including all out-of-pocket expenses. No "cost plus a percentage of cost" pricing shall be accepted by the Agency in accordance with federal regulations. The Agency is not responsible for expenses incurred in preparing and submitting a proposal.

5.9 Conflict of Interest

Provide a sworn statement stating that it is compliance with Act No. 2-2018 also known as the "Anticorruption Code of the Government of Puerto Rico"

5.10 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Certification is attached.

5.11 Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area

The proposer agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used for subcontracted work when possible. Required, affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) The respondent shall, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

PRICING PROPOSAL FORM – SHEET 1 OF 6 DEBRIS MONITORING RFP

The undersigned hereby declares that after examining the Proposal Documents for which proposals were advertised to be returned by Monday, August 20, 2018 does hereby submit a response to the proposal and warrants that:

- Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with Agency representatives and noted on the proposal submitted.
- Proposer guarantees product offered will meet or exceed specifications identified in this RFP.
- Signatory is an officer of the organization.
- Signatory is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- Proposer has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed; and the requirements and conditions under which the work is to be performed.
- If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed- upon by the Agency and the vendor.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addendum:

Addendum No. _____, Dated: _____

Addendum No. _____, Dated: _____

The Agency desires to accept submission of this response only if in so doing, the Agency can place a limit on the Agency's liability for any cause of action arising out of this solicitation, so the Agency's liability for any cause of action arising out of this solicitation never exceeds the sum of \$100.

Proposer expresses its willingness to respond to this solicitation with the knowledge that the Proposer's recovery from the Agency to any action or claim arising out of this solicitation is limited to the maximum amount of \$100. No claims or award against the Agency shall include attorney's fees, investigative costs, expert fees or pre-judgment interests. The undersigned acknowledges

receipt of good and lawful consideration for this provision and warrants that he/she is authorized and empowered to sign this document for the proposer.

Authorized Signature

Printed Name & Title

Company

Date

FEE SCHEDULE:

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Agency at cost without mark-up. Proposer may also include additional, optional positions and services.

Position	Hourly Rate
Project Manager	\$ ____ . ____
Operations Manager	\$ ____ . ____
Data Manager	\$ ____ . ____
GIS Analyst	\$ ____ . ____
Field Supervisor	\$ ____ . ____
Debris Site/Tower Monitors	\$ ____ . ____
Collection Monitor	\$ ____ . ____
Data Entry Clerk/Clerical	\$ ____ . ____
Billing/Invoice Analysts	\$ ____ . ____

Name of Offeror	
Signature	
Title	

Offeror Must Complete and Return This Page with Offer.

Note that contracts issued under this RFP will include a ceiling price that the contractor exceeds at its own risk (2 CFR 200.318(j)).

On-Site Response Time after Notification _____Hours
(Agency requires 12 hours on-site Agency EOC)

Commencement of Work after Issuance of Notice to Proceed _____Hours
(Agency requires 24 hours after NTP)

By signature affixed, the undersigned certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation, or institution has violated the Code of Ethics of the Government of Puerto Rico (Act No. 1-2012).

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone Number

Date

Fax Number

Email Address

Cell Phone Number

6. Proposal Evaluation Process:

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Professional firms will be evaluated using the following criteria and respective weights. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to Agency representatives. The Agency's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The Agency reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

Evaluation of proposals and selection of the firms shall be at the sole discretion of Agency. This will be a qualifications-based selection.

The Agency will reference its procurement process and the state's contracting laws as well as the Requirements for Federal Awards, Procurement Standards (2 CFR 200.317-200.326) in evaluating the proposal and awarding a contract.

The Agency reserves the right to make, for each Part included in this RFP, a single award or multiple awards. However, under no circumstance will a Proposer be awarded single or multiple regions under both Part I and Part II of this RFP.

GRADING CRITERIA POINTS

- 1. Use of local contractors..... 5
- 2. Company Personnel, its management and key staff related to the work to be performed..... 5
- 3. Fee Schedule..... 20

Cost Offers for all Proposers will be evaluated and an absolute score calculated. Points will be assigned for cost using a calculation-based evaluation process based on the total costs from the pricing submitted by each Proposer on the Exhibit 1 – Fee Schedule. See below for explanation.

Each cost component total of all extended costs will constitute the Proposer's cost offer.

- 3. The Lowest Cost Offer unit price will receive 100% of the available points for that cost component.
- 4. Remaining Offers will receive points based on application of the following formula:

(A/B) * C = D where A is the lowest proposed cost offer, B is the cost offer being graded, C is the maximum cost points assigned to that cost criteria (20 points) and D is the number of cost points awarded to that particular Proposer for their cost offer.

- 4. Experience..... 35
- 5. Technical Approach..... 35

6.1 The evaluation committee will provide final scores and rankings for all proposals to the Agency for final consideration and approval.

6.2 The highest ranked Vendor approved by the Agency will enter into contract negotiations with the Agency. Should negotiations be unsuccessful, the Agency shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.

6.3 This RFP does not commit the Agency to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

6.4 The Agency reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

6.5 The Agency reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

6.6 A contract resulting from this procurement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Government of Puerto Rico or the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to

comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Terms and Definitions:

- Agreement Execution – The date on which Service Provider executes and enters into an Agreement with the Agency to perform the Work.
- Agreement Price – The total monies, adjusted in accordance with any provision herein, payable to the Service Provider under this Agreement.
- Authorized Representative – Agency employees and/or contracted individuals designated by the Agency.
- Chipping or Mulching – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
- Agency – The Sports and Recreation Department of the Government of Puerto Rico.
- Cleanup Crew – A group of individuals and/or an individual working for the Service Provider collecting disaster debris.
- Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster.
- Contract- The Agreement Documents to govern any relationship between the successful proposer and the Agency.
- Contract Time – The period of time stated in this Agreement for the completion of the Work.
- Agency Approved Final Disposal Site – A final disposal location approved in writing by the City.

- Debris – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.
- Debris Clearance – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
- Debris Management Site (DMS) – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPPF).
- Debris Monitoring – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope of work and/or is eligible for federal or state grant reimbursement.
- Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- Debris Removal Contractor – Also referred to as the "Service Provider" in this document, conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.
- Demobilization – Following the completion of services provided under the resulting contract, the Service Provider will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Service Provider will leave all sites utilized clean and restored to the original state as approved by the Agency and verified through soil and groundwater samples.
- Demolition – The act or process of reducing a structure, as defined by the Puerto Rico law or municipal code to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- Drawings - Collectively, all the drawings, receipt of which is acknowledged by the AGENCY, listed in this Agreement, and also such supplementary drawings as the Service Provider may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

- Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the Agency to the Service Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
- Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- E-Scrap – End of life electronics, typically televisions, computers and related components.
- FEMA Publication 325 – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
- Field Inspector – Monitor.
- Force Account Labor – Labor performed by the applicant's permanent, full time or temporary employees.
- Garbage – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.
- Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- Hazardous Hangers – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
 - The limb must be greater than two inches in diameter;

- The limb must be suspended in a tree and threatening a public-use area; and
 - The limb must be located on improved public property.
- Hazardous Leaners – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:
 - The tree has more than 50 percent of the crown damaged or destroyed (requires written documentation from an arborist).
 - The tree has a split trunk or broken branches that expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than 30 degrees.
- Hazardous Stump - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
 - The stump has 50 percent or more of the root-ball exposed.
 - The stump is greater than 24 inches in diameter when measured 24 inches from the ground
 - The stump is located on a public right-of-way.
 - The stump poses an immediate threat to public health and safety.
- Household Hazardous Waste – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.
 - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - HHW removal must be the legal responsibility of the applicant.
 - HHW must be a result of the major disaster.
 - The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Agency may utilize an environmental contractor to remove this type of waste in a large-scale debris generating event.

- Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
- Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
- Mutual Aid Agreement – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
- National Response Framework (NRF) – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
- Outbuilding – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
- Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product. R
- Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
- Regulated Waste – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.
- Right of Entry– As used by FEMA, the document by which a property Agency confers to an eligible applicant or its Service Provider or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
- Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
- Service Provider – The party or parties contracting directly with the Agency to perform Work pursuant to this Agreement.

- Specifications – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- Subservice Provider – Any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Service Provider or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
- Supplemental Agreement – A written order to Service Provider signed by the Agency and accepted by Service Provider, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- Temporary Debris Staging and Processing Facility (TDSPF) – Site where collected debris is taken by the Service Provider(s) for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
- Temporary Debris Storage and Reduction Site (TDSR Site) – TDSR sites are locations designated by the Agency for the storage and reduction of disaster related debris.
- Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- Vegetative Debris – As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster.
- Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with ground-water to a drinking-water supply.

- White Goods – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
 - White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster.
- Work – Any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Service Provider under this Agreement.

8. Other Anticipated Terms and Conditions:

8.1 Multiple Contractors: The Agency reserves the right to make a single award or multiple awards, whichever are in the best interest of the Agency.

8.2 Documentation: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

8.3 Discussions: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the Agency's understanding of submissions.

8.4 Insurance Requirements: The Contractor will be required to comply with all local and federal insurance requirements for the work to be performed including but not limited to:

Puerto Rico State Insurance Fund

Commercial General Liability with limits no less than \$1,000,000.00

Hazardous or Ecological Insurance with limits no less than \$500,000.00

Driver's Insurance including coalition

5. PERFORMANCE BOND

The Successful proposers will be required to provide at the execution of the contract a Performance Bond in the amount of \$5,000,000.00

6. ZONES TO BE AWARDED

The Department of Sports and Recreation for purposes of this contract has divided its facilities in two (2) categories: National Parks and Sports and Recreation facilities, each of those categories is detailed below:

Category 1: National Parks

Site 1: Facility: Cerro Gordo Beach

Municipality: Vega Alta

GPS: 18.4815, -66.3397

Damage: Approximately 6,000 CY

Site 2: Facility: Manuel "Nolo" Morales Beach

Municipality: Dorado

GPS: 18.4745, -66.2803

Damage: Approximately 5,000 CY

Site 3: Facility: Punta Salinas Beach

Municipality: Toa Baja

GPS: 18.4738, -66.1859

Damage: Approximately 9,000 CY

Site 5: Facility: Seven Seas Beach

Municipality: Fajardo

GPS: 18.3676, -65.6346

Damage: Approximately 7,000 CY

Site 6: Facility: Sun Bay Beach

Municipality: Vieques

GPS: 18.0968, -65.4638

Damage: Approximately 6,473 CY

Site 7: Facility: Cana Gorda Beach

Municipality: Guánica

GPS: 17, 9524, -66.8858

Damage: Approximately 4,000 CY

Site 8: Facility: Recreational Area Isla de Cabras Beach

Municipality: Toa Baja

GPS: 18.4709, -66.1363

Damage: Approximately 4,000 CY

Site 9: Facility: Monte del Estado Vacation Center

Municipality: Maricao

GPS: 18.1401, -66.9737

Damage: Approximately 1,333 CY

Site 10: Facility: Punta Santiago Vacation Center

Municipality: Humacao

GPS: 18.1623, -65.7436

Damage: Approximately 20,000 CY

Site 11: Facility: Boqueron Vacation Center

Municipality: Cabo Rojo

GPS: 18.0098, -67.1748

Damage: Approximately 20,000 CY

Site 12: Facility: Villas de Añasco Vacation Center

Municipality: Añasco

GPS: 18.294, -67.2021

Damage: Approximately 4,000 CY

Site 13: Facility: Villas del Lago Caonillas Vacation Center

Municipality: Utuado

GPS: 18.2767, -66.6528

Damage: Approximately 8,000 CY

Site 14: Facility: Luis Munoz Rivera Park

Municipality: San Juan

GPS: 18.4646, -66.091

Damage: Approximately 14,506 CY

Site 15: Facility: Parque Lineal Enrique Marti Coll Park

Municipality: Maricao

GPS: 18.1623, -65.7436

Damage: Approximately 3,000 CY

Site 16: Facility: Julio Enrique Monagas Park

Municipality: Bayamon

GPS: 18.4093, -66.1408

Damage: Approximately 7667 CY

Site 17: Facility: 4. Parque Ecológico Park

Municipality: Maricao

GPS: 18.1425, -66.9768

Damage: Approximately 700 CY

Site 18: Facility: Parque Acuático Park

Municipality: Humacao

GPS: 18.1527, -65.7638

Damage: Approximately 1,000 CY

Site 19: Facility: Zoológico de PR Zoo

Municipality: Mayaguez

GPS: 18.2162, -67.1331

Damage: Approximately 4,408 CY

Site 20: Facility: Parque Cavernas Del Rio Camuy

Municipality: Camuy

GPS: 18.3457, -66.8226

Damage: Approximately 7,094 CY

Site 21: Facility: La Monserrate Beach

Municipality: Luquillo GPS: 18.384653, -65.728971

Damage: Approximately 17,000 CY

Category 2: Department of Sports and Recreation Regions:

DRD: METRO REGION:

Estimated CY 4,165

DRD NORTH REGION:

Estimated CY 5,720

DRD NORTH WEST REGION:

Estimated CY 4,694

DRD WEST REGION:

Estimated CY 92

DRD SOUTH REGION:

Estimated CY 4,640

DRD SOUTHEAST REGION:

Estimated CY 4,485

DRD EAST REGION:

Estimated CY 1,391

DRD NORTH EAST REGION:

Estimated CY 1,671

DRD CENTRAL REGION:

Estimated CY 583