

**REQUEST FOR PROPOSALS
FOR
DISASTER DEBRIS MONITORING
FEMA-4470-DR-MS**

PURPOSE:

The City of Corinth, Mississippi, (hereinafter "CITY") is soliciting sealed proposals to provide Disaster Debris Monitoring Services in response to straight line winds associated with the remnants of Tropical Storm Olga on October 26, 2019.

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals in an original and six (6) complete copies not later than **4:00 p.m., Central Time, on January 22, 2020**, to the Clerk of the City of Corinth, Mississippi, delivered to Corinth Municipal Building, 300 Childs Street, Corinth, Mississippi 38834.

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

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

It is the sole responsibility of the bidder to ensure that his or her proposal timely reaches the CITY. The time and date for receipt of proposals will be scrupulously observed. Late deliveries or mail delays will be rejected as non-responsive regardless for the reason for delay.

Proposals will be evaluated by a committee appointed by the Board of Mayor and Aldermen of the City of Corinth (hereinafter "Board") and will be rated according to the Selection Criteria list in Section 5 below. The CITY anticipates awarding the contract to the successful proposer at the next meeting of the Board following the recommendation report of the committee. The Board may elect to interview respondents prior to the award.

TERMS AND CONDITIONS:

1. The Board reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the CITY, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board.

The Board reserves the right, to cancel a solicitation at any time prior to approval of the award by the Board.

2. The Board reserves the right to request clarification of information submitted and to request additional information from any or all proposers.

3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the Board the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. Proposals shall be sealed and proposers should indicate on the packaging of their proposal the following:

A. RFP – Debris Monitoring

B. Due Date: January 22, 2020

C. Name and Address of Proposer

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

6. The proposer receiving the award will obtain or possess the following insurance coverages and will provide Certificates of Insurance to the CITY to verify such coverage.

- a. Workers' Compensation – The proposer shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the CITY and its agents, employees and officials.
- b. Commercial General Liability – The proposer shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00.
- c. Business Automobile Liability – The proposer shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- d. Professional Liability (Errors & Omissions) – The proposer shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

7. The proposer awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP or within three (3) years following closeout of the project by participating State and Federal agencies, whichever term is longer. The CITY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the proposer's place of business to the CITY, its representatives, as well as,

governmental agencies involved with this project and their designees, for purposes of inspection, reproduction and audit without restriction.

8. It is the intent of the CITY to enter into a contract for a period ending on or about May 30, 2020.

QUESTIONS REGARDING THIS RFP:

All questions or concerns regarding this Request for Proposals must be submitted in writing or by email to the CITY or its designated representative at dhuwe@bellsouth.net no later than 12:00 p.m., Central Time on January 17, 2020. The CITY may issue an addendum to the Request for Proposals for distribution to all known prospective proposers.

No oral interpretation of this Request for Proposal shall be considered binding. The CITY shall be bound by information and statements only when such statements are written and executed under the authority of the Board of Mayor and Aldermen.

PROPOSAL FORMAT:

Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

The following information should be tabbed to identify the required information. Failure to submit this information may render your proposal non-responsive.

1. QUALIFICATIONS OF THE FIRM

- a. Provide a description and history of the proposer's or firm focusing on previous governmental experience. Only past experience as the prime contractor will be considered. Firm qualifications must include, at minimum, the following:
 - i. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
 - ii. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
 - iii. Experience representing local governments with various State and Federal funding sources and reimbursement processes, including FEMA (Federal Emergency Management Agency), FHWA (Federal Highway Administration), and NRCS (Natural Resources Conservation Services).
 - iv. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

- b. Provide three (3) references for which the proposer's business or firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services set forth herein below. Provide the reference's name, address, telephone numbers, and dates of any pertinent contracts.

2. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) should be full time employees of the proposer and have experience, working for the proposer, in the following:

- a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
- b. Documented knowledge and experience of Federal, State and local emergency agencies, State and Federal programs, funding sources and reimbursement processes.
- c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

3. TECHNICAL APPROACH

Provide a description of the proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the CITY.

4. COST PROPOSAL

Each proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the CITY at cost without markup. All Per Diem Expenses shall be billed directly to the CITY at a rate not to exceed the GSA Per Diem Allowance for the project area.

5. SELECTION CRITERIA

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

Qualifications of Firm	25
Qualifications of Staff	25
Technical Approach	30
Cost Proposal	<u>20</u>

100

SCOPE OF SERVICES

I. BACKGROUND

The CITY requires management, recovery, and consulting services related to disaster recovery. Upon request of the CITY other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of Mississippi and other agencies, coordination with insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

II. SCOPE

A. DISASTER DEBRIS MONITORING SERVICES

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

- a. Providing technical support and guidance in selecting a debris removal contractor. This shall include the preparation, review and recommendations of Request for Proposals for debris removal.
- b. Coordinating daily briefings, work progress, staffing, and other key items with the CITY's designated representative.
- c. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- d. Scheduling work for team members and contractors on a daily basis.
- e. Hiring, scheduling, and managing field staff.
- f. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- g. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.

- h. The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature(s), and a time stamp for each load of debris generated as it is loaded and as it dumped. The System shall also capture before and after photos of each ~~leaner, hanger, and stump~~ removed along with GPS coordinates and timestamps. This information shall be transmitted electronically to a central information database that provides real time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by the CITY at no additional cost. The purpose of the Electronic Ticketing System is to provide the CITY with complete documentation of every load of debris generated for auditing and reimbursement purposes.
- i. Developing daily operational reports to keep the CITY informed of work progress.
- j. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the CITY's designated representative for processing.

END OF SCOPE

COST PROPOSAL FORM
Debris Monitoring RFP

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the CITY at cost without mark-up. All Per Diem Expenses shall be billed directly to the CITY at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 per week shall be billed at 1.5 times the straight time rate.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS	HOURLY RATES
Principal	\$_____
Project Manager	\$_____
Operations Manager	\$_____
Field Supervisors	\$_____
Load Site Monitors	\$_____
Debris Site/Tower Monitors	\$_____

Proposal Ranking Form

Company_____

Selection Criteria	Points Available	Points Awarded
Qualifications of Firm	25	
Qualifications of Staff	25	
Technical Approach	30	
Cost Proposal	20	
Total		

Upon motion duly made, seconded and carried, this Request for Proposals for Disaster Debris Monitoring was approved by the Board of Mayor and Aldermen of City of Corinth, Mississippi, as and for the act and deed of City of Corinth, Mississippi, on the 17th day of December, 2019.

CITY OF CORINTH, MISSISSIPPI

BY: _____
TOMMY IRWIN, Mayor

ATTEST:

VICKIE ROACH, City Clerk

ATTACHMENT 1

REQUEST FOR PROPOSAL
CITY OF CORINTH DEBRIS REMOVAL AND DISPOSAL SERVICE
PROJECT NO. FEMA-4470-DR-MS

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:
 - (f) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this

CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of Federal disaster relief funds, and is subject to applicable State and Federal laws, both criminal and civil.

SO CERTIFIED this day of _____, 20__.

CONTRACTOR NAME HERE

BY: _____
{typed name}

ATTEST: _____

My Commission Expires: _____
Notary

ATTACHMENT 4

REQUEST FOR PROPOSAL CITY OF CORINTH DEBRIS REMOVAL AND DISPOSAL SERVICE PROJECT NO. FEMA-4470-DR-MS

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, MEMA, Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the CITY, if requested, for the benefit of the CITY or this CONTRACT.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
Authorized Officer or Agent

Date

Printed Name of Authorized Officer or Agent

Title

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.