

**REQUEST FOR PROPOSALS
FOR
DISASTER DEBRIS MONITORING**

PURPOSE:

In anticipation of possible future disaster events which may result in widespread public services damages overwhelming existing resources, the City of Hattiesburg is soliciting sealed proposals to provide Disaster Debris Monitoring Services.

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals in one (1) original and four (4) complete copies not later than **10:00 a.m.** (Local Time) on **July 11, 2019**, to the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi 39401. An electronic copy of proposal in PDF format shall be included in complete proposal.

Proposal must be submitted to the **City Clerk's Office at 200 Forrest Street, Hattiesburg, MS 39401** in a sealed envelope that is clearly marked in the lower left corner as shown below:

**Proposal:
Disaster Debris Monitoring Services
July 11, 2019**

Printed copies of this RFP are available at the **City of Hattiesburg City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401**. Electronic copies may be obtained at www.hattiesburgsbids.com or by calling (601) 545-4550. For questions regarding website registration and online orders please contact Plan House at 601-336-6378.

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. This office will not be responsible for deliveries made to any place other than the specified address.

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

TERMS AND CONDITIONS:

1. The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified proposers if a successful proposer

does not execute a contract within thirty (30) days after approval of the selection by the City.

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

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

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 City 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. Proposal: Disaster Debris Monitoring Services
- b. Due Date (July 11, 2019)
- c. Name and Address of Proposer

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

8. It is the intent of the City to enter into an agreement for Disaster Debris Monitoring Services.

QUESTIONS REGARDING THIS RFP:

All questions or concerns regarding this Request for Proposals must be submitted in writing or by email to the City of Hattiesburg no later than **5:00 p.m.** (Local Time), on **July 8, 2019**. Inquiries shall be directed to Lamar Rutland at 601-545-4540 or lrutland@hattiesburgms.com. 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 Mayor.

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 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, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
- b. Provide three (3) references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Provide the reference's contact name, address, e-mail address, telephone numbers and date of the contract.

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 proposing firm 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 and 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.
- 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. Assisting the City with responding to public concerns and comments.
- h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- i. 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, and a timestamp for each load of debris generated as it is loaded and as it is 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 System shall also be capable of providing a real time connection to the City's GIS system and shall be customizable to meet specific needs of the City with no additional cost to the City. 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.
- j. Developing daily operational reports to keep the City informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agencies for disaster recovery efforts by City staff and designated debris removal contractors.
- n. Final report and appeal preparation and assistance.

END OF SCOPE

OTHER CONSIDERATIONS

- 1.1 The Contractor shall supervise and direct the work, using a skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 1.2 The Contractor shall be duly licensed in accordance with the City, State and County's

statutory requirements to perform the work.

- 1.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional costs to the City.
- 1.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, and Local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.
- 1.5 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.
- 1.6 The Contractor is responsible for dust control. The Contractor shall be in compliance with all State and Local laws for dust control.
- 1.7 The City may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 1.8 The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- 1.9 The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 1.10 The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) in so far as it may apply to this contract.
- 1.11 The Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 1.12 The Contractor shall permit access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 1.13 The Contractor shall retain all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
- 1.14 Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 1.15 The Contractor shall agree to comply with any other applicable Federal or State regulations.
- 1.16 The Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 1.17 Contractor shall not subcontract with any parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."
- 1.18 Contractor shall certify 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. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Contractor shall require all subcontractors to submit these same certifications.
- 1.19 Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 1.20 Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session--AN ACT TO CREATE THE MISSISSIPPI EMPLOYMENT PROTECTION ACT; TO PROVIDE PROCEDURES FOR NEWLY HIRED EMPLOYEES AND THEIR EMPLOYERS; TO ENACT DEFINITIONS; TO REQUIRE EMPLOYEE VERIFICATION; TO PROVIDE EMPLOYER LIABILITY; TO SET UP EMPLOYER-

EMPLOYEE PROGRAMS; TO MAKE PROVISIONS FOR THIRD-PARTY EMPLOYERS; TO DEFER TO FEDERAL LAW IN STATE LAW; TO ENACT EXEMPTIONS; TO DESIGNATE ENFORCEMENT DUTIES UNDER THE ACT; TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ACT; AND FOR RELATED PURPOSES); and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the City, to provide a copy of each such verification to the City. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Respondent to the following:

- (1) Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or
- (2) The loss of any license, permit, certification or other document granted to Respondent by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) Both.

In the event of such termination/cancellation, Respondent would also be liable for any additional costs incurred by the City due to contract cancellation of license or permits.

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		