

**EMERGENCY
REQUEST FOR PROPOSALS FOR
HURRICANE ZETA DEBRIS REMOVAL AND DISPOSAL SERVICES**

INTRODUCTION AND GENERAL TERMS

The City of Bay St. Louis, Mississippi has experienced damages due to Hurricane Zeta occurring on October 28, 2020 and October 29, 2020, resulting in widespread public services damage. The vegetation and other debris resulting from this devastating hurricane overwhelms the existing resources of the City of Bay St. Louis, (“hereinafter “City”). Accordingly, the City is seeking a qualified Contractor (hereinafter “Contractor”), to perform the scope of work addressed in this Emergency Request for Proposals (RFP). All proposals must be properly certified by the entity bidding for the work and signed by an officer, director or owner that has authority to bind and commit the Contractor to perform said work and services. Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals in an original and eight (8) complete copies not later than 12:00 p.m. CDT, Tuesday, November 10, 2020, to the **City of Bay St. Louis, MS, 688 Highway 90, Bay St. Louis, MS 39520**. Sealed proposals will be opened and read aloud at the Bay St. Louis Council Chambers at 12:00 p.m. CDT, Tuesday, November 10, 2020, or shortly thereafter. Unless modified in writing by the City, as set forth herein, a submitted proposal shall remain in full force and effect until the proposal is either rejected by the City or if accepted and awarded, until the contract work is fully completed with a certificate of completion being executed therewith.

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.

Contractor proposers are cautioned that they are responsible for the delivery of their proposal to the specific location cited above. Therefore, if the proposal is delivered by an express mail carrier or by any other means, it is the proposer’s responsibility to ensure delivery to the above address. This City will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the proposer 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 of the reason for delay. The City plans to meet at 12:00 p.m., CDT, on Wednesday, the 11th day of November, to award the contract to the successful proposer. The City may elect to interview proposers prior to the 12:00 p.m. meeting time. All costs of preparation of a response to this request for proposals are solely those of the proposers. The City assumes no responsibility whatsoever for any such costs incurred by a 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. 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 of Bay St. Louis, or to award a contract to the next most qualified proposer if a successful

proposer does not execute a contract within two (2) days after approval of the selection of the City. The City reserves the right, to cancel this solicitation at any time prior to approval of the award by the City. The City reserves the right to request clarification of information submitted and to request additional information from any or all proposers.

All questions or concerns regarding this Request for Proposals must be submitted in writing or by email to the City of Bay St. Louis, Attention: City Attorney Heather Smith (heather.smith@butlersnow.com) no later than 3:00 p.m., on November 8, 2020. If you do not receive verification that your email was received, please call 228-575-3047 and leave a voice message. The City may issue an addendum to the Request for Proposals. Contractors are responsible for monitoring the City's website for any addendums that may be issued by the City.

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 City.

**SCOPE OF WORK
FOR DEBRIS REMOVAL
RELATED TO HURRICANE ZETA
IN THE CITY OF BAY ST. LOUIS, MISSISSIPPI,
(HEREINAFTER “CITY”)**

1.0 GENERAL

The purpose of this contract is to remove and dispose of all eligible debris from City of Bay St. Louis Rights-of-Way (ROW), as well as, all City owned property. Private Right of Way Access or Right of Entry (ROE) may be part of this project, but only if the City, State, MEMA, or FEMA authorizes ROE.

Debris removal activities, such as clearance, removal, and disposal is in the best interest of the public due to the immediate threat to life, public health, and safety. Removal of the debris will eliminate the threat of significant damage to improved public and private property. Economic recovery to the City is dependent upon the removal of the debris.

2.0 SERVICES

2.1 The Contractor shall provide for debris removal and disposal of all eligible debris from the City ROW or City owned property. The Contractor shall secure, permit, prepare, and operate a Debris Reduction Site if it is determined by the City to be in the City’s best interest to have a Debris Reduction Site. The site must be approved by the Mississippi Department of Environmental Quality (MDEQ) and the City.

2.2 Vegetative and Construction and Demolition debris shall be taken to a disposal facility certified by the State of Mississippi to accept the eligible debris or to the Debris Reduction Site. The site must be approved by the Mississippi Department of Environmental Quality (MDEQ) prior to disposal and the Contractor shall report and verify to the City that all debris will be properly disposed at an eligible site. The Contractor shall include the Landfill tipping fees in the unit price for this item.

White Goods debris, Household Hazardous Waste debris, and Electronic debris, all defined below, shall be taken to an approved MDEQ Rubbish facility. The Contractor shall include the Rubbish Facility tipping fees in the unit price for these specific items.

All debris becomes the property of the Contractor once removed by the Contractor.

The addresses and exact locations for any approved MDEQ Landfill or Rubbish Facility can be found on the MDEQ website.

2.3 The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. A representative of the City shall be present during this

inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the City prior to beginning the work.

- 2.4 Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris (see definitions of eligible debris) from public property, including ROW of streets and roads. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible; 2) loading and sorting the debris; 3) hauling the eligible debris to a MDEQ approved dumpsite. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The City shall be immediately notified in writing of any ineligible debris placed at the right of way for collection.
- 2.5 The Contractor shall make a minimum of three (3) passes with a minimum of one weekend between each pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City.
- 2.6 Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level with sand. The Contractor shall not enter onto private property during the performance of this contract, unless specifically authorized by the City, in writing.
- 2.7 Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. Contractor shall also be mindful of water meters, fire hydrants, gas mains/meters, and other City infrastructure. The Contractor shall repair any damages caused by the Contractor's equipment within twenty-four (24) hours of initial damage at no expense to the City. Damages to water, gas, and sewer mains shall be repaired immediately at no expense to the City and all associated costs shall be assumed by the Contractor. The debris work area shall be left completely clear of debris and cleaned, as reasonably and practical under the conditions of this project.
- 2.8 The Contractor shall use equipment and perform work in a manner to prevent damages to the City's infrastructure facilities and adjacent ROWs, including all landscaped areas and streets. The Contractor shall repair any damages caused by the Contractor's equipment in within twenty-four (24) hours of initial damage at no expense to the City at no expense to the City. All equipment shall be approved by the City prior to use. All loading equipment is required to operate from the street/road using buckets and /or boom and grapple devices to remove and load the debris. The Contractor may not use equipment that drags or scrapes the streets/roads. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the Contractor.

- 2.9 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.
- 2.10 The City and governmental agencies reserve the right to inspect the site, verify quantities, and review operations at any time.
- 2.11 All work shall be accomplished in a safe manner in accordance with OSHA standards.

3.0 LOAD TICKETS.

- 3.1 While it is preferred that an e-ticket system will be utilized for monitoring, should a manual system be used, load tickets shall be used for recording the cubic yard volume of debris removed for disposal. In the event that an e-ticket system is not utilized, the following process will be used regarding load tickets. A copy of the load ticket to be used by the Contractor shall be submitted for City approval prior to beginning work. The Contractor shall provide all load tickets to the City. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four-parts. A sample load ticket is included as an attachment.
- 3.2 The e-ticket system, or if manual tickets are used, shall contain the following information:
- Ticket Number
 - Contract Number
 - Contractor Name
 - Date
 - Truck or Roll-off Number
 - Truck Capacity
 - Point of Debris Collection
 - Loading Departure Time
 - Dump Arrival Time
 - Percent of Load
 - Actual Debris Volume
 - Debris Eligibility (Y/N)
 - Type of Debris
- 3.3 In the event manual tickets are used, a minimum of four-part load ticket will be issued by a City monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part load ticket to the City monitor. The City monitor will verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of debris load. After documenting percentage to the nearest 5%, the City monitor will calculate the actual cubic yardage of the load. The actual cubic yard will be recorded on the load ticket by the City monitor to the nearest cubic yard. The City monitor will document the data on the load ticket. The City monitor will give one copy to

the vehicle operator. One copy is then given to the Contractor. The original will be kept by the City and the fourth will be provided to any other entity that may need a copy. The load tickets shall be submitted with the daily operational report.

4.0 DEBRIS CLASSIFICATION.

- 4.1 Eligible Debris. Eligible debris is considered all storm related debris which is located within the public right of way, and City owned properties, as defined below. It is further defined as debris eligible for reimbursement under the FEMA Public Assistance Grant Program. Eligible debris includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, and white goods.
- 4.2 Stumps. The removal and disposal of all stumps, when eligible for removal, may be paid on a cubic yard basis, regardless of size or whether or not the stumps require extraction by the Contractor. Stumps 6" or larger hauled separate from other debris shall be individually measured and converted to cubic yards using the FEMA standard conversion TABLE by the City's representative. Uprooted stumps with an exposed root ball on improved public property or ROW, 24" or larger that create an immediate threat of life, public health, and safety, which have to be extracted by mechanical means, may be due additional pay as per the values listed on the Price Proposal Form. These incidents may be addressed on a case by case basis by the City after FEMA approval. Removal shall be accomplished by the most economical means. The extracted stump will then be measured and converted to cubic yards using the FEMA standard TABLE by the City's representative.
- 4.3 Construction and Demolition (C&D). All C&D debris within the Public ROW, and on City owned properties (if approved), is to be removed. The C&D debris will be taken to a MDEQ approve waste disposal facility for C&D waste as set forth in paragraph 2.2 hereinabove.
- 4.4 Household Hazardous Waste (HHW). If it is determined that Household Hazardous Waste has been comingled with other eligible debris, the Contractor will be required to construct an HHW containment area(s) or coordinate to establish a useable existing site in compliance with all applicable federal, state, and local laws, regulations, and guidelines. The material which is found to be classified as HHW shall be reported immediately to the City's representative. This material shall be segregated from the remaining debris using a method which will protect the remaining non-HHW containment area. HHW debris must be taken to an MDEQ approved facility that accepts such waste as set forth in paragraph 2.2 hereinabove.
- 4.5 Electronics. The Contractor shall collect and dispose of eligible electronics waste in a manner complying with all applicable federal, state and local laws, regulations, and guidelines. Electronic, or e-waste, refers to electronic products placed on the ROW. These include a wide range of items, including but not limited to the following:
- Television and computer monitors
 - Computers and computer peripherals (i.e. monitor and keyboards)

- Audio and stereo equipment
- VCR's and DVD players
- Video cameras
- Telephones, cellular telephones and other wireless devices
- Fax and copy machines
- Video games and consoles

The Electronics debris must be taken to an MDEQ approved facility that accepts such waste as set forth in paragraph 2.2 hereinabove.

- 4.6 Vegetative Debris. Vegetative debris will first be collected and taken to an MDEQ approved facility that accepts such vegetative debris unless the City determines that a Debris Reduction Site is required. Eligible vegetative debris may include tree limbs, branches, stumps, or trees. It may also include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat.
- 4.7 White Goods. The Contractor should expect to encounter white goods which become available for collection and disposal. White goods consist of appliances such as refrigerators, washers, dryers, etc. The Contractor will handle the disposition of all White Goods encountered in accordance with applicable federal, state, and local laws, guidelines, and regulations, specifically including the proper disposal of freon. The White Goods must be taken to an MDEQ approved facility that accepts such waste as set forth in paragraph 2.2 hereinabove.

5.0 PERFORMANCE SCHEDULE.

- 5.1 The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed, but the Contractor shall not commence performance until given notice to do so.
- 5.2 Prior to commencing debris removal operations a Contractor shall, with the City's direction, provide a work plan showing where operations will begin, and which streets/roads will be cleared on a 7- and 14-day projection. The plan shall be updated every Monday. The City shall have the choice to require multiple crews to operate in different portions of the City at one time to expediate the debris removal operations.
- 5.3 All activity associated with debris operations shall be performed between 7:00 a.m. and 8:00 p.m. in the affected areas. The contractor may work seven (7) days per week, including holidays.
- 5.4 Maximum allowable time for completion shall be ninety (90) calendar days, unless the City initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable federal, state, and local law will equitably negotiate subsequent changes in costs and completion time.

- 5.5 Contractor shall have a minimum daily production rate of 1,000 cubic yards after reaching full production within 72 hours of notice to proceed. In the event that the contract is extended and the daily production rate is less than 1,000 cubic yards per day, liquidated damages equal to daily monitoring costs and other costs incurred by lengthening the contract duration shall be assessed to the Contractor.

6.0 EQUIPMENT.

- 6.1 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the City. The Contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not waferboard) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The City, prior to use, may inspect all equipment. The Contractor will provide a form for this purpose.
- 6.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:
- Company Name
 - Truck Number
 - Cubic Yardage
 - Inspectors Name and Date
- 6.3 Prior to commencing debris removal operations, the Contractor shall present to the City all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The City may, at any time, request that the trucks be re-measured. The Contractor shall notify the City each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.
- 6.4 Trucks or equipment, which are 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 work area

during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

- 6.5 Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non—rubber tired equipment must be approved by the City.
- 6.6 The Contractor shall provide adequate inspection towers at each dumpsite. The towers shall be constructed such that the City monitor can see the bed when full and when empty and to fully view the debris load (at least 10 feet above the existing ground surface), establishing the volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be a minimum of 8' by 8', constructed of 2" x 8" joists, 16" on center with $\frac{3}{4}$ plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4-foot-high wall constructed of 2" x 4" studs and $\frac{3}{4}$ " plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The towers shall include a writing surface area. The Contractor may provide a mechanical lift to be used in place of the constructed towers until the towers can be constructed. The Contractor shall remove and dispose of the inspection towers following completion of the debris removal at the direction of the City. The Contractor shall provide portable restroom facilities at all dumpsites.

7.0 REPORTING.

- 7.1 The Contractor shall submit a report to the City each day for the term of the contract. Each report shall contain, at a minimum, the following information:
- Contractor's Name
 - Contract Number
 - Truck Number
 - Location of work
 - Day of Report
 - Daily and cumulative totals of debris removed, by category
- 7.2 Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

8.0 OTHER CONSIDERATION.

- 8.1 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.

- 8.2 The Contractor shall be duly licensed and permitted in accordance with state and city statutory requirements to perform the project work.
- 8.3 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.
- 8.4 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, two flag persons should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.
- 8.5 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.
- 8.6 The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- 8.7 The City may suspend Contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.8 The Contractor shall employ as many local residents and subcontractors as possible as part of this contract.
- 8.9 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).
- 8.10 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).
- 8.11 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.
- 8.12 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).
- 8.13 The Contractor shall permit access by the City and the government agencies including 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.

- 8.14 The Contractor shall retain all required records for three years after the City or the relevant government agencies make final payments and all other pending matters are closed.
- 8.15 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).
- 8.16 The Contractor shall comply with any other applicable federal, state or local regulations.
- 8.17 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).
- 8.18 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."
- 8.19 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.
- 8.20 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.

9.0 FINAL DISPOSITION.

Contractor will be responsible for negotiating and paying all disposal/tipping fees. The Contractor is also responsible for the obtaining and placement of cover material, as well as all other activities, as required by MDEQ. The Reduced Vegetative (Chipped), if any, shall be taken to the Rubbish Facility for final disposition and the Contractor shall pay the disposal/tipping fees.

10.0 MEASUREMENT.

Measurement for all debris removed shall be as indicated on the FEE PROPOSAL SCHEDULE, which is appended hereto as Attachment I. This is determined by the eligible debris delivered to the dumpsite, as supported and documented by the load tickets.

11.0 BONDING AND INSURANCE.

- 11.1 Contractor agrees to furnish the City with all applicable certificates of insurance at the time of bid submission. A bid bond in the amount of \$50,000 shall accompany the proposal. In addition, payment and performance bonds with each being equal to the bid or \$1,000,000.00, whichever is higher, are required within 24 hours of award of the contract. The Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as, the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the Contractor is unable to obtain bonding.
- 11.2 The Contractor shall save and hold the City harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workers' compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.
- 11.3 Within 24 hours following signing of contract, Contractor shall provide copies of insurance policies including all endorsements.
- Commercial General Liability – in the amount of five million dollars (\$5,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting Contractor or shall be at least twice the required occurrence limit.
 - Comprehensive Automobile and Water Vehicle Liability – covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit / any auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
 - Worker's Compensation – Proposer shall provide a policy with employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the City. Firms that have

owner/operators that have filed a “Notice of Election to be Exempt” shall supply a signed copy of said notice. Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker’s Compensation law.

- Pollution and Remediation Liability with limits of not less than Five Million Dollars (\$5,000,000.00) annual aggregate / One Million Dollars (\$1,000,000.00) per occurrence, including the cost of defense during the term of the contract and for a period of five (5) years following the completion thereof. Such coverage shall include, but not be limited to:
 - Pollution Legal Liability – (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials, or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).
 - Remediation Legal Liability Expense – expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, hazardous materials, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and
 - Transportation Legal Liability /Expense Pollution Legal Liability or Remediation Legal Liability / Expense arising out of the movement by the Contractor of product or waste to its final delivery point as specified in the resulting contract.
- Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on Commercial General Liability and Worker’s Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to the City.
- Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.

- The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.
- Conditions: Each insurance policy shall include the following conditions by endorsement to the policy:
 - Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverage's or limits, a notice thereof shall be given to the City by a certified mail. Contractor. shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer, and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
 - Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premiums.

The term "Owner" and/or "City" shall include all Authorities, City, Bureaus, Commissions, Division, Departments and Offices of the City and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the City.

City shall be named as an additionally insured on all policies of insurance. The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the City to any future coverage, or to the City's Self-Insured Retentions as, if any of whatever nature.

12.0 PAYMENT.

- 12.1 Payment for work completed may be invoiced on a 45-day basis. Invoice shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the Contractor in the attached FEE PROPOSAL SCHEDULE.
- 12.2 Time is of the essence to the performance hereunder and the City shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.
- 12.3 For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which a payment is to be made, the City's authorized agent may retain a percentage of said payment, not to exceed 5% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the City's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue.

Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

- 12.4 The City may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, damage to City infrastructure, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- 12.5 Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the City's authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the City's authorized agent including acceptable evidence of the satisfaction of all claims or liens.

13.0 CHANGES, ADDITIONS, DEDUCTIONS AND EXTRA WORK

Upon proper action by the City, the City's authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be performed, or any obligation incurred except upon written order by the City's authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, under this contract, the City's authorized agent shall make an equitable adjustment and modify the contract in writing.

14.0 TERMINATION OF THE CONTRACT

- 14.1 This contract may be terminated at any time for the convenience of the City. The City agrees to pay the contractor for all work completed through the termination date, as well as, any demobilization costs that were a part of the original contract.
- 14.2 This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise if the Contractor fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to, any legal process necessary to obtain relief against any sureties securing this contract. Any reasonable attorney's fee incurred by the City in enforcing this contract will be paid by the Contractor. Jurisdiction for all legal proceedings shall be the courts of City of Bay St. Louis, Mississippi.

15.0 WARRANTIES AND REPRESENTATION

- 15.1 This contract is binding upon and insures to the benefit of the City or its assigns and is the whole agreement of the parties and governed by the Law of the State of Mississippi.
- 15.2 The Contractor shall comply with all federal, state, and local laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and federal law, is not now and has never been debarred from performing federal or state government contracts, and that all subcontractors used in the performance of this contract have the same qualification.

16.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- 16.1 When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

- 16.2 Corrective Actions. If deficiencies are identified, the City must take action to correct these deficiencies using one, or in some cases a combination of, the following:

Stop unsafe work. The City's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

Issue a Stop Work Order. If the City's authorized agent determines the deficiency is serious, the City can issue a stop work order.

Reduced Value Deduction. The City may reduce the contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the City or another contractor rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods included in the Contract provision entitled "Inspection of Services."

The Contract may be terminated.

- 16.3 The City may discuss corrective actions with the Contractor to prevent future occurrences.
- 16.4 The City's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned federal, state, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, the Contractor shall immediately inform the City's authorized agent of proposed corrective action and take such action

as may be approved. If the Contractor fails or refuses to comply promptly, the City's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

17.0 NOTICES

- 17.1 At the time of the award, the Contractor shall designate, in writing, a Contractor's Representative (CR) to receive any notice required hereunder and who shall be available at the local work site in the City, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the City's authorized agent at the time of award.
- 17.2 The City individual authorized to receive any notice required hereunder shall be the City's authorized representative. Said notice must be hand delivered during normal business hours to City's authorized representative.

18.0 OTHER CONTRACTS

The City reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

19.0 ATTACHMENTS

1. Price Proposal Form
2. List of Proposed Subcontractors
3. Debarment Certification Form
4. E-Verify Certification Form

20.0 PROPOSAL EVALUATION CRITERIA

Below are the criteria that will be used by the City to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following:

CRITERIA	WEIGHTED %
Contractor's Experience / Past Performance / Individual Credentials of Contractor and Team (Years of experience; similar projects; experience in debris removal and disposal; use of minority and women owned business; experience with FEMA/MEMA programs/coordination)	30

Proposal/Work Plan for City of Bay St. Louis Project		30
Price		40
Total Score		100%

The evaluation criteria is solely to allow the selection committee a way to award points for evaluation. Each bidder should make their own assessments of the quantities of debris to arrive at their costs.

21.0 ACCEPTANCE OF CONTRACT

The Contractor shall provide all the documentation required by specified time limit, as well as, provide a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

ATTACHMENT 1

PRICE PROPOSAL FORM

DISASTER DEBRIS REMOVAL AND DISPOSAL

Name of Company: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Contractor's License (C.O.R.) Number: _____

NOTE: Respondents are to make no changes to the table below and are to fill it out completely. Values must be provided for all categories below or your response may be deemed non-responsive.

The FEE PROPOSAL SCHEDULE included on the following sheet should be completed in order to provide the CITY with a complete schedule of values for the services that may be performed as a part of this RFP. There are no quantities listed on the FEE PROPOSAL SCHEDULE. The proposer is responsible for providing the due diligence to make the necessary estimations of quantities for the included pay items and to provide unit prices based on the information that is deemed to accurately reflect the conditions in the field for the pay items listed on the FEE PROPOSAL SCHEDULE. Payment will be made during the contract based on the unit prices included in the proposal.

FEE PROPOSAL SCHEDULE

DEBRIS REMOVAL AND DISPOSAL SERVICES

PROJECT NO. FEMA-TBA / DR-MS-TBA

ITEM NUM BER	DESCRIPTION	UNIT	UNIT PRICE
<i>Vegetative and C&D Debris Removal and Disposal</i>			
1	Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site	CY	
2	Operate Debris Reduction Site – Includes Clearing, Preparation of Site, Segregation of Debris, Restoration of Site and Closeout	CY	
3	Reduction of Vegetative Debris at the Debris Reduction Site by Grinding/Chipping	CY	
4	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Wood Chips) from Debris Reduction Site to Rubbish Facility (Unit Price Shall Include Tipping Fees)	CY	
5	Loading, Haul and Final Disposal of Eligible Vegetative Debris Directly to Rubbish Facility (Unit Price Shall Include Tipping Fees)	CY	
6	Loading, Haul and Final Disposal of Construction and Demolition (C&D) Debris Directly to Rubbish Facility (Unit Price Shall Include Tipping Fees)	CY	
<i>Trees, Stumps & Other Debris Items</i>			
9	Leaning/Hazardous Tree Removal, 6” – 12” (Cut and Drop)	EACH	
10	Leaning/Hazardous Tree Removal, 13” – 23” (Cut and Drop)	EACH	
11	Leaning/Hazardous Tree Removal, 24" - 36” (Cut and Drop)	EACH	
12	Leaning/Hazardous Tree Removal, greater than 36” (Cut and Drop)	EACH	
13	Removal of Hanging Limbs in the ROW (Per Tree) (Cut and Drop)	EACH	
14	Hazardous Stump Extraction – 24” – 35”	EACH	
14	Hazardous Stump Extraction – 36” – 48”	EACH	

15	Hazardous Stump Extraction – Greater than 48”	EACH	
16	Supply & Place Backfill Material as Required for Stump Removal and Rut Replacement	CY	
17	Loading, Haul and Final Disposal of White Goods to Landfill (Unit Price Shall Include Tipping Fees)	EACH	
18	Loading, Haul and Final Disposal of Electronic Waste to Landfill (Unit Price Shall Include Tipping Fees)	LBS	
19	Loading, Haul and Final Disposal of Household Hazardous Waste to Landfill (Unit Price Shall Include Tipping Fees)	LBS	
20	Disposal Site Inspection Towers (Erection and Removal)	EACH	

Authorized Signature: _____
 (provide evidence of signing authority)

Name and Title: _____

ATTACHMENT 2

LIST OF PROPOSED SUBCONTRACTORS

DISASTER DEBRIS REMOVAL AND DISPOSAL

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

(Make Additional Copies of this Sheet if Needed)

ATTACHMENT 3

REQUEST FOR PROPOSAL
CITY OF BAY ST. LOUIS DEBRIS REMOVAL AND DISPOSAL SERVICE
PROJECT NO. FEMA-TBA / DR-MS-TBA

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 or 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 BAY ST. LOUIS DEBRIS REMOVAL AND DISPOSAL SERVICE
PROJECT NO. FEMA-TBA / DR-MS-TBA

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 COUNTY, 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.

