

# **REQUEST FOR PROPOSALS**

## **DEBRIS REMOVAL MONITORING SERVICES**

**NOTICE IS HEREBY GIVEN** that Mississippi Department of Finance and Administration (DFA) Office of Purchasing, Travel and Fleet Management (OPTFM), which administers the pre-need disaster clean up monitoring contracts on behalf of governing bodies of Mississippi cities and counties, shall receive proposals for nine regional contracts to provide debris removal **monitoring** services (hereinafter referred to as “monitoring services” in this Request For Proposals (RFP) and in attached specifications) for all counties/cities in each of the nine regions set out below:

Region 1 – Coahoma, Desoto, Grenada, Panola, Quitman, Tallahatchie, Tate, Tunica and Yalobusha

Region 2 – Alcorn, Benton, Itawamba, Lafayette, Lee, Marshall, Pontotoc, Prentiss, Tippah, Tishomingo, and Union

Region 3 – Attala, Bolivar, Carroll, Holmes, Humphreys, Leflore, Montgomery, Sunflower, and Washington

Region 4 – Calhoun, Chickasaw, Choctaw, Clay, Lowndes, Monroe, Noxubee, Oktibbeha, Webster, and Winston

Region 5 – Claiborne, Copiah, Hinds, Issaquena, Madison, Rankin, Sharkey, Simpson, Warren and Yazoo

Region 6 – Clarke, Jasper, Kemper, Lauderdale, Leake, Neshoba, Newton, Scott and Smith and the Mississippi Band of Choctaw Indians

Region 7 – Adams, Amite, Franklin, Jefferson, Lawrence, Lincoln, Pike, Walthall, and Wilkinson

Region 8 – Covington, Forrest, Greene, Jefferson Davis, Jones, Lamar, Marion, Perry, and Wayne

Region 9 – George, Hancock, Harrison, Jackson, Pearl River, and Stone

**Only packages received in the office by 10:00 a.m. Central Time on (January 18, 2024) will be opened and considered.** Nine separate awards – one for each of the nine regions -- will be made pursuant to the procedures set out herein.

### **THE INVITATION PACKAGE**

The invitation package for this RFP includes: this Request for Proposal, the written proposal specifications for the regional debris removal monitoring services, and a Proposal Submittal Form to be used in submitting a proposal for each proposal submitted. Proposers should verify that they have received all pages of the invitation package. If there are any omissions, the bidder should contact **Ashley Smith** in the OPTFM office by mail, fax, or e-mail **Ashley.Smith@dfa.ms.gov** to request missing pages. It is the responsibility of the responder to make this request in sufficient time to prepare and submit the proposal by the deadline for receipt. Proposers should carefully read and comply with all parts of the RFP package, including all attachments.

### **PREPARING AND SUBMITTING PROPOSAL**

All proposals must be typed or handwritten in ink on the attached Proposal Submittal Form. A separate Proposal Submittal Form shall be included for each proposal and each region for which the responder would like to submit. The completed Proposal Submittal Form for each proposal shall be placed in front of and separated from all other documents included in the proposal packet, such that it will be the first

document viewed upon opening the proposal packet. Proposals submitted in pencil and proposals not submitted on the Proposal Submittal Form will **not** be considered. All proposals shall include all documentation requested in the specifications. Proposals submitted without such documentation may not be considered. Only information contained on the attached Proposal Submittal Form and accompanying required documentation will be considered in evaluating proposals.

**Each region proposed upon as identified above must be submitted in a separate envelope with the Region Number clearly identified on the outside of the envelope.** Facsimiles and e-mails will not be accepted. Proposals submitted by "Express/Overnight" services must be in a separate inner envelope or package sealed and identified as stated above. All proposals must be received in the OPTFM office prior to the scheduled package opening. Packages received after the deadline will be returned unopened unless actions or inactions of OPTFM staff led to late receipt.

Each proposer may submit proposals for one or more of the nine regions listed above. However, no proposer may be awarded a contract for debris monitoring services and debris removal activities in the same region. Any proposer submitting multiple proposals shall provide information demonstrating it has the ability to provide all services in more than one region at any and all times throughout the contract period. **The outside of each envelope should be labeled Debris Removal Monitoring Services.**

**One original and three copies of each proposal should be submitted.**

All sealed proposals should be mailed or hand-delivered to:

**Department of Finance and Administration  
OPTFM  
501 N. West Street Suite 701A  
P. O. Box 267  
Jackson MS 39205**

### **PROPOSER QUALIFICATIONS**

All proposers and all program participants must be in compliance with any applicable federal, state, county/city and municipal laws, regulations, resolutions, rules, and ordinances, including but not limited to, licensing, permitting, and taxation requirements. Proof of a certificate of responsibility as required by the Mississippi Board of Contractors shall be included in all proposals submitted. All proposers should be prepared to submit any additional evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Additionally, all proposers shall maintain records showing that they are in compliance with the E-Verify requirements of 71-11-3 of the Mississippi Code 1972 Annotated and provide them upon request.

### **AWARD**

OPTFM will serve as the awarding authority for all nine regions identified above. Any and all proposals submitted in compliance with this Request for Proposals shall be considered, and award will be made for each region to the best overall value that meets the proposal specifications as determined by the OPTFM in compliance with Mississippi law and Federal Emergency Management Agency (FEMA), Federal Highway

Administration (FHWA) regulations and guidelines for debris removal contracts and/or activities and all applicable federal laws and regulations. .

**Best overall value will be determined upon pricing, capacity for performance, qualifications, experience, and references.**

All properly submitted Request for Proposals packages will be evaluated by an Evaluation Committee the OPTFM has selected. Evaluation Committee Team Members will receive a set of all RFP packages submitted and a copy of the RFP document with all issued addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

**Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.

**Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the County will consider previous records regarding performance.

**Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the County's projects. Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris removal services in a timely manner. *(Items to be considered include number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding debris removal operations). MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.*

**Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Removal Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for debris removal. The information submitted should, as a minimum, include:

(1) Types of program(s) with emphasis on experience in debris removal operations as it relates to disaster recovery programs.

(2) Types of debris removal work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

**References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

As fully detailed in the attached specifications, this proposal offering is for regional monitoring services which comply in all respects with FEMA and FHWA rules, procedures, and guidelines for monitoring services. Throughout this RFP and the attached specifications, any reference to FEMA shall also imply

FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. All proposals will be reviewed by OPTFM and evaluated by the Evaluation Committee. All factors contained in the proposal will be evaluated in determining the best overall value, and any omissions of the stated requirements may be cause for rejection of the proposal submitted. OPTFM and the Evaluation Committee's evaluation of proposals to determine the best overall value meeting RFP specifications may include any or all of the following:

- (1) Cost of services
- (2) The proposer's demonstration of ability to activate simultaneously in each county/city in the region
- (3) The proposer's demonstration of ability to perform services as required by RFP specifications
- (4) The proposer's demonstration of ability to activate adequate and properly trained personnel to perform services in compliance with FEMA and FHWA guidelines and all applicable federal law and regulations to ensure reimbursement for debris removal activities, if reimbursement is available
- (5) The proposer's demonstration of past performance on other debris removal services contracts in compliance with FEMA and/or FHWA guidelines
- (6) The proposer's demonstration of financial ability to perform services required in an activating county/city under the payment procedures set out in the RFP specifications
- (7) Proof of general and professional liability insurance to cover any damages resulting from services provided by the successful proposer, including any denial of reimbursement due to the actions or inactions of the debris removal services contractor
- (8) Ability to secure a payment and performance bonds upon receipt of a Notice to Proceed by any or all of the counties in a region
- (9) Ability to post a performance bond at the time of execution of the contract as required in the RFP specifications

All information provided by the proposer related to the items listed above shall be attached to the Proposal Submittal Form as provided in the instructions on that form. It is the proposer's responsibility to provide, with its Proposal Submittal Form, information to adequately and accurately reflect its ability to effectively carry out the requirements of the region-wide contract.

OPTFM reserves the right to reject any and all proposals, to waive any informality in proposals, to accept in whole or in part such proposals solely at its discretion, or cancel the solicitation when cancellation is determined to be in the best interest of the State.

### **CONTRACT WITH SUCCESSFUL PROPOSER**

The successful proposer for each region will be required to execute a written contract with OPTFM, which contract will bind the successful proposer to terms requiring compliance with all items required in these RFP specifications. The contract period will be for one year, with an option to renew for a second one-year term under identical price, terms, and conditions upon the mutual consent of the successful bidder/debris removal services contractor and the OPTFM. Any renewal contract shall be approved in writing by the successful proposer/debris removal services contractor and the OPTFM no later than 90 days prior to the expiration of the existing contract.

## **CONTACT REGARDING PROPOSALS AND INVITATION**

Any questions or problems related to downloading or obtaining copies of this RFP or the specifications should be directed to Ashley.Smith@dfa.ms.gov.

Any questions or requests for additional information regarding this invitation or the following RFP specifications shall be submitted **in writing** no later than five (5) days prior to proposal deadline to Ashley.Smith@dfa.ms.gov.

***Contact initiated by a potential proposer with Evaluation Committee Team Members or member of the OPTFM staff shall only be as specifically set out in this Request for Proposal.*** Any other contact with a Evaluation Committee Team Member or employee with OPTFM initiated by a potential proposer regarding this RFP between the date of this invitation and the date of award shall be deemed as an attempt to unduly influence the award and shall be grounds for rejection of the proposal submitted by the proposer initiating such other contact.

# **SPECIFICATIONS**

## **INTRODUCTION**

The OPTFM is administering these contracts on behalf of the cities and counties of Mississippi. The program, which fully complies with the Mississippi law, allows Mississippi's counties and cities the option of using the services which have been competitively procured as required by law without the need to individually bid those services. The program is strictly voluntary meaning that no participating county/city is required to purchase services using these contracts.

The OPTFM staff has worked with the Mississippi Emergency Management Agency (MEMA) to develop these RFP specifications in compliance with FEMA and FHWA guidelines and regulations, and applicable federal laws and regulations. The primary purposes of this offering for regional debris removal monitoring services are to provide a system for monitoring the removal of debris in the event of a disaster that ensures that:

- (1) All debris removal performed within a county/city in the region is done properly and expeditiously
- (2) All debris removal activities are eligible for reimbursement, where reimbursement is available and
- (3) All debris removal activities shall be conducted in compliance with applicable local, state, and federal (FEMA and FHWA) guidelines and regulations in effect at the time of the declared event.

It is a requirement of this RFP that the successful proposer be able to provide the services set out in these RFP specifications in full compliance with all FEMA and FHWA guidelines and regulations and all federal law and regulations applicable at the time work is performed to facilitate full reimbursement, if reimbursement is available. Any conflict with the language included in these specifications shall be construed so as to ensure compliance with FEMA and FHWA guidelines and regulations, or other applicable local, state, or federal law, rule, regulation, policy, or official guidance, including but not limited to Title 2 U.S. Code of Federal Regulations, Part 200. Or the version that is in effect at the time of the declared event.

The monitoring services contractor (hereinafter referred to as "monitoring services contractor") will work closely throughout the project with designated county/city personnel and/or the debris removal services contractor. Both the activating county/city and the debris removal services contractor will provide the monitoring services contractor with names, contact information, and program areas of appropriate county/city and debris removal services contractor personnel.

## **SERVICES ACTIVATION PROCEDURES**

Any county/city within a region as identified in the RFP shall be authorized under the terms of the contract between the region's awarding authority and the successful bidder to activate the contract in the event of a disaster in the county/city warranting the need for debris removal activities and services to monitor those activities. No county/city in a region shall be required to activate the services of the monitoring services contractor. However, in the event a county/city within the region desires to utilize the services of the monitoring services contractor, the county/city will forward to the monitoring services contractor a written

Notice to Proceed on a form prepared for that purpose. The monitoring services contractor will be required to begin performance within 24 hours of receipt of the Notice to Proceed to provide the needed assistance as set out in the county/city's Notice to Proceed. Once activated, the monitoring services contractor shall provide the services set out in these RFP specifications to the extent necessary to meet the needs of the county/city.

**Each proposer shall include with his or her Proposal Submittal Form complete and adequate contact information for transmitting the Notice to Proceed to the monitoring services contractor.**

Project communication contacts for the activating county/city shall be detailed in the **Notice to Proceed** delivered by the activating county/city. The monitoring services contractor shall be responsible for coordinating with these designated county/city representatives to ensure compliance with the 24-hour mobilization requirement is met.

All activities conducted for the activating county/city shall be performed during daylight hours. The contractor may be required to work seven days per week, including holidays. However, the activating county/city may suspend all operations due to inclement weather.

### **TRAINING REQUIREMENT**

The monitoring services contractor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement, if reimbursement is available, and disaster specific information. All training shall meet FEMA and FHWA requirements, and where possible or required by FEMA or FHWA rules or regulations, shall involve personnel from either or both of these agencies. Proof of training shall be provided to the activating county/city when responding to a Notice to Proceed. The bidder must demonstrate in his or her proposal documents that all workers will be adequately trained prior to performing any work on the project.

### **SCOPE OF SERVICES**

The proposer must demonstrate in its proposal package that the debris monitoring services it shall be capable of performing includes each of the following services in compliance with all FEMA and FHWA guidelines and regulations and applicable federal law and regulations to any of the counties in the region for which the contract is awarded. As there may be a need for simultaneous performance of services of the contract in more than one county/city in the region at the same time, the successful proposer must demonstrate the ability to provide each of these services simultaneously on a regional basis. The scope of services as described below shall be considered minimum standards to meet in submitting proposals and/or providing services in the event the bidder is awarded the regional debris removal monitoring services contract under this proposal offering.

Proposer shall demonstrate that it is experienced and knowledgeable in handling and executing disaster debris removal monitoring in compliance and consistent with the policies, publications, guidelines and publications of the FEMA and FHWA and all applicable federal law and regulations in effect at the time of the work being performed. Throughout these RFP specifications, any reference to FEMA shall also mean FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. The debris removal monitoring services contractor shall further retain record demonstrating

compliance with, including but not limited to, the following (where applicable) or the version that is in effect at the time of the declared event:

FEMA Debris Monitoring Guide (March 2021)  
FEMA Public Assistance Program and Policy Guide Version 4 (June 1, 2020)  
FEMA Procurement Disaster Assistance Team (PDAT) Field Manual  
Title 2 U.S. Code of Federal Regulations, Part 200  
41 C.F.R. Part 60-1.4 Equal Opportunity Clause  
29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act  
Clean Air Act and Federal Water Pollution Control Act  
2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance  
31 U.S.C. § 1352 and 44C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)  
Section 6002 Solid Waste Disposal Act  
31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts  
Emergency Relief Manual (Federal-Aid Highways) (May 2013)  
FEMA and Federal Requirements for Access to Records  
Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags  
Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance  
Compliance with 2. C.F.R. 200.318(j)(1) – (j)(2) contract requirements for time and materials contracts.

In addition to the compliance requirements above, the debris monitoring services contractor shall comply with requirements under 2 C.F.R. §200.321. The awarded contractor agrees, if subcontracts are to be let, to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. The affirmative steps must include:

- a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- f. Requiring prime contractors that award subcontracts, to also take the steps listed in a-e above.

### **Project Manager**

The monitoring services contractor shall have a project manager assigned to the county/city at the time of contract activation and shall provide the activating county/city with adequate contact information regarding this person at its initial response to the Notice to Proceed. The proposer must demonstrate in the RFP documents the ability to assign a project manager to an activating county/city at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein. The project manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal activities and/or, FEMA or FHWA and Title 2 U.S. Code of Federal Regulations, Part 200 related issues.

Additionally, the project manager shall perform, at a minimum, each of the following duties:

- (1) meet with designated personnel from the activating county/city immediately upon receipt of the Notice to Proceed to discuss the scope of services expected as authorized under the monitoring services contract
- (2) remain within the activating county/city during all work hours throughout the length of the project
- (3) schedule and coordinate daily monitoring services with both the debris removal contractor and designated county/city personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities
- (4) attend and participate in meetings and press conferences with designated county/city personnel as determined necessary by the activating county/city
- (5) oversee and supervise all activities of the monitoring services contractor, including field workers, throughout the project
- (6) regularly communicate with designated personnel in the activating county/city to keep the county/city informed of all aspects of both the debris removal activities and monitoring activities
- (7) provide input to the activating county/city to improve efficiency of collection and removal of debris
- (8) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris

### **Field Workers**

In addition to the project manager, the monitoring services contractor shall provide an adequate number of field workers to accomplish the functions of the contract under the direction of the project manager. The activating county/city shall approve the number of field workers assigned to work on the contract. The monitoring services contractor may use contract labor for this function. All field workers, including contract workers, shall report to and work under the supervision of the project manager. The bidder must demonstrate in the proposal documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.

### **Clerical Staff and Supervisor**

The monitoring services contractor may be compensated for non-field work clerical staff performing administrative functions necessary for performance of the contract as approved by the activating county/city. This includes personnel performing functions such as billing, invoicing, and other contract-related administrative services, data systems personnel, GIS services, and the like. Clerical staff consists of personnel who perform some or all of the duties listed herein. Clerical Supervisors are managerial personnel proficient in all duties listed herein and who oversee work performed by the clerical staff utilized under this contract. The activating county/city shall approve the number of clerical staff and supervisors assigned to work on the contract. All clerical staff working on this activity shall be billed at the same hourly rate. All Clerical Supervisor(s) working on this activity shall be billed at the same hourly rate. The monitoring services contractor shall only bill for actual hours these personnel spend on work related to the contract.

### **Field Documentation of Work**

The monitoring services contractor shall be required to carefully document all debris removal activities utilizing the documentation methods set out in these RFP specifications and those required under FEMA and FHWA guidelines and regulations. Additionally, where applicable, the monitoring services contractor shall communicate with FEMA to ensure the documentation being utilized satisfies FEMA verification requirements. The bidder must demonstrate in the proposal the ability to properly document all activities as required herein.

**Load Ticket / Electronic Tracking System Preparation & Management:** Contractor shall be responsible for the management and provision of all load tickets (paper or electronic). Load tickets must be recorded into a database which will be always accessible by the county/city. All field data shall be digitized and provided to the county/city. Load tickets must include all pertinent information in accordance with FEMA Public Assistance Program and Policy Guide, latest edition such as GPS coordinates of pick-up location and drop-off location, times, address, volume picked up, etc.

**GPS/GIS-Enabled Services:** Contractor shall provide GPS-Enabled equipment for staff to record important aspects of the work in accordance with FEMA Public Assistance Program and Policy Guide, latest edition such as daily routes, load haul distances, load pick-up and drop-off locations, time associated with haul, etc. This will include the development of GIS maps and applications as required.

**GIS/Mapping Services:** The monitoring services contractor shall provide GIS/mapping services to compile, edit, and present all geographic data requested by the county/city. Data required by the county/city may include, but is not limited to, hauler tracking charts, mapping locations of loading and unloading points, daily hauler routes to include total cubic yardage, tracking of monitor locations and associated work hours for personnel. The bidder must demonstrate in the proposal documents the ability to provide this GIS/Mapping service to the county/city at the time of responding to a Notice to Proceed and that said GIS/Mapping services will be performed by qualified personnel. The GIS/Mapping personnel will work closely with the Project Manager and all field staff to assure that all pertinent data is collected. The GIS/Mapping personnel will coordinate with county/city personnel on what mapping data or applications are needed prior to field personnel beginning work.

### **Fixed Site Monitoring**

The monitoring services contractor, utilizing adequate experienced personnel, shall oversee the inspection of disposal and unloading sites by providing monitoring, verification of load capacity and quantities, and documentation at designated temporary disposal sites. All personnel working on this activity shall be billed

at the same hourly rate. The bidder must demonstrate in the proposal documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. Services of these monitors will include at a minimum each of the following:

- (1) completing load tickets recording debris removal contractor haulers' cubic yardage and other record keeping that may be necessary
- (2) signing each load ticket before permitting a truck to proceed from the check-in area to the disposal area
- (3) remaining in constant contact with designated debris removal management personnel
- (4) performing other duties as directed by designated debris removal management personnel
- (5) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
- (6) adequately documenting and recording all required measurements and computations
- (7) ensuring debris is properly separated and not co-mingled at the disposal and unloading site
- (8) performing safety inspections of all vehicles, equipment and all elements of the disposal sites

#### **Field Debris Monitoring**

The monitoring services contractor, utilizing adequate experienced personnel, shall also perform roving on-site, street level work area inspections of debris cleanup and collection placed with each of the debris removal contractor's loading crews. All personnel working on this activity shall be billed at the same hourly rate. The bidder must demonstrate in the RFP documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. These field debris monitors shall inspect and control debris collection utilizing load tickets. Services include at a minimum each of the following:

- (1) providing knowledgeable and experienced field monitor personnel at designated areas to check and verify information on debris removal
- (2) utilizing maps developed by the activating county/city and debris removal contractor related to location of debris and progress of removal
- (3) determining debris eligibility and the estimation of debris to be removed
- (4) documenting all collection activity of trucks and trailers used to transport debris
- (5) issuing load tickets at the loading site for each load with multiple copies to ensure compliance with FEMA and FHWA policy and to provide for quality assurance
- (6) inspecting the area for safety concerns and considerations including, but not limited to, downed power lines, children playing in area, provisions for adequate traffic control, safe operation of trucks and equipment in the work area and on haul routes
- (7) ensuring recyclables and hazardous materials are properly handled, sorted and disposed of by the debris removal contractor

- (8) performing pre-work inspection of areas to check debris piles to identify potential hazards and/or utilities to prevent damage to private property and all elements of the county/city right of way
- (9) documenting and reporting to the field monitor's supervisor any damages to utility components, driveways, road surfaces, private property, vehicles, etc., with photos and information about the owner and circumstances causing the damage
- (10) transmitting damage information to the activating county/city within 24 hours of the incident for their records and information
- (11) ensuring the work area is clear of debris to the specified level before equipment moves to a new work area
- (12) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
- (13) documenting and recording all required measurements and computations adequately
- (14) properly monitoring and recording performance and productivity of debris removal crews
- (15) remaining in constant contact with designated debris removal management personnel
- (16) ensuring that loads are properly contained before leaving the loading area
- (17) ensuring that only eligible debris is collected for loading and hauling
- (18) performing safety inspections of all vehicles, equipment, and all elements of the work sites
- (19) performing other duties as directed by designated debris removal management personnel and/or designated county/city personnel

**"Eligible debris"** is all disaster-related debris located on county/city roads, rights of ways, federal aid highways, state roads, county/city-maintained public property, and/or drainage easements provided:

- (1) The debris complies with current or future FEMA and FHWA debris eligibility guidelines and regulations
- (2) The removal of the debris is the legal responsibility of the activating county/city and
- (3) The debris presents an immediate health and safety threat to the general public or to the users of an eligible public facility

## **PRICING AND PAYMENT PROCEDURES**

The bidder shall include the fee structure on the Proposal Submittal Form based on all categories of work included in the RFP specifications, utilizing the following table:

<b>Item</b>	<b>Description</b>	<b>Unit Price (Hourly Rate)</b>	<b>Amount</b>
001.	Fixed Site Monitoring		
002.	Field Debris Monitoring		
003.	Project Manager		
004.	Clerical Staff		
005.	Clerical Supervisor		

\*The monitoring services contractor will be compensated based on the actual hours rendered to perform the work There will be no consideration of overtime charges.

- a. Upon receipt of the Notice to Proceed, the debris removal monitoring services contractor shall provide a monitoring staffing plan for approval by the activating county/city for all proposed personnel to be utilized during the project. As work progresses, any changes to the monitoring staffing plan must be approved by the initiating county/city prior to any personnel changes. The monitoring staffing plan should be based on the work plan provided by the Debris Removal Services Contractor.

This is a time and materials contract with a not to exceed (NTE) amount which will be established by the county/city within 7 days of issuance of the Notice to Proceed and must be agreed to in writing by both parties. The Vendor shall perform or participate in the Activating Entity's initial debris quantity estimating. The Vendor shall use debris quantity estimates to create a work plan and establish a NTE price for the performance of debris removal activities. The NTE amount shall be based on initial debris quantity estimates multiplied by the applicable price in the proposer's contract award. The NTE amount may be increased by the county/city. Any increase must be agreed to in writing by both parties. If the amount

payable reaches the NTE and the county/city has not increased the amount in writing, the contractor shall have the right to suspend performance of its services until an increase is agreed upon.

All pricing shall include any and all costs that the successful bidder may incur to mobilize and maintain the specified services activated under this contract. There will be no separate compensation for housing or other related per diem type costs.

a) Retainage is defined as that money belonging to the contractor which has been retained by the activating county/city conditioned on final completion and acceptance by FEMA of all work in connection with a project or projects by the contractor.

(b) Unless otherwise provided in the specifications, partial payments shall be made as the work progresses at the end of each calendar month, but in no case later than 35 days after the acceptance by the activating county/city that the estimate and terms of the contract providing for partial payments have been fulfilled. The activating county/city shall designate a person to review the progress of completed work and to review documents submitted by the contractor as provided in this section. The designated person, within 10 days, shall review the submission and respond in writing to accept or forward, as provided in this subsection, a request for payment. In the event of an error in the submission or a dispute regarding compliance with the provisions of the contract, the error or dispute shall be disclosed in writing to the contractor within 10 days and, after corrective actions are taken, the invoice may be resubmitted and shall be addressed as provided in this section. In the absence of error or dispute, the activating county/city shall proceed within 10 days as follows for payment of the invoice:

(c) In making the partial payments, there shall be retained not more than 5 percent of the estimated amount of work done, and after 50 percent completion has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance by FEMA of all work covered by the contract.

The monitoring services contractor may employ contract labor to provide the services required provided any such contract labor is properly trained and is supervised by and reports to the project manager in the same manner as contractor employees. Should contract labor be utilized, the monitoring services contractor shall be responsible for all work performed and shall be responsible for all payments to such workers. The activating county/city shall only be responsible for payments to the monitoring services contractor. However, payment may be withheld until the activating county/city receives adequate documentation that any and all contract laborers have been paid for services performed.

The activating county/city shall determine at the outset of the contract when the billing cycle for contract payments will begin – either on the contract activation date or date of disaster declaration. The monitoring services contractor shall be expected to mobilize and sustain its workforce in all activating counties in a region for a period of 90 days prior to any reimbursement by an activating county/city. An activating county/city may agree to reimburse the monitoring services contractor within a shorter time frame but shall not be contractually required to make any payments in less than 90 days. After the initial 90-day period expires, the monitoring services contractor shall be entitled to payment for the first 30 days of work performed by the monitoring services contractor in an activating county/city after the Notice to Proceed provided the monitoring services contractor has satisfactorily performed the functions required under the contract. The activating county/city shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- Notice to Proceed
- Monitoring services contractor reports to activating county/city within 24 hours of notice
- Monitoring services contractor submits bill to activating county/city for first 30-day period within one week of the end of the first 30-day period with same procedure for subsequent 30-day periods during the project
- At the end of the third 30-day period, the county/city remits payment for the first 30-day period if satisfactory work has been performed
- Process continues until work is completed and all payments have been made

All proposals shall include a statement acknowledging and accepting these terms.

## **DOCUMENTATION OF EXPERIENCE**

All proposers shall provide documentation to establish satisfactory experience and expertise in providing monitoring services that comply with all FEMA and FHWA guidelines and regulations. Examples of recommended documentation include any or all of the following:

- (1) A company profile which includes the firm name, business address, and telephone number, years in business, number of employees, and any other relevant information
- (2) Type of ownership and parent company, if any
- (3) Information indicative of experience in other debris removal monitoring projects that documents successful and reliable experience in past performance
- (4) Resumes of key staff expected to be employed on the project
- (5) A proposed implementation and deployment plan for providing services in the region including anticipated use of company v. contract workers
- (6) Explanation of training methods and frequency
- (7) Current capacity and contracts including current clients in the State of Mississippi.
- (8) Description of data management software and/or reporting capabilities
- (9) References from past projects (at least 3)
- (10) Evidence of financial stability including insurance, bonding ability, and assets
- (11) Any other documentation the bidder deems appropriate to demonstrate the company's ability to perform the functions of the contract to be awarded

## **REQUIRED FEDERAL PROCUREMENT CLAUSES AS THIS CONTRACT IS ELIGIBLE FOR REIMBURSEMENT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY**

### **Access**

MEMA, the subgrantees (counties and communities), FEMA, the Comptroller General of the United States, and any other duly authorized representatives to any of these bodies shall have access to any and all books, documents, papers and records of the contractor, which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions.

### **Byrd Anti-Lobbying Amendment**

The 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. The contract shall also disclose

any lobbying with non-federal funds that takes place in connection with obtaining any federal award. The contractor shall require all subcontractors to submit these same certifications. 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).

### **Clean Air and Water Acts Compliance**

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq.
- (2) The contractor agrees to report each violation to MEMA and understands and agrees that MEMA will, in turn, report each violation as required to assure notification to the State of Mississippi, Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

### **Energy Efficiency**

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).

### **Procurement of Recovered Materials**

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. competitively within a timeframe providing for compliance with the contract performance schedule.
  - ii. meeting contract performance requirement; or,
  - iii. at a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

### **Suspension and Debarment**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R.

Pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by MEMA. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to MEMA, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **Retention of Records**

The contractor shall retain all records associated with this contract for three (3) years after MEMA or the subgrantees (counties and communities) make final payment and all other pending matters are closed.

#### **DHS Seal, Logo, and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **Compliance with Federal Law, Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract. The contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

#### **No Obligation by Federal Government**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor or any other party pertaining to any matter resulting from the contract. (Program Fraud and False or Fraudulent Statements or Related Acts) The contractor acknowledges that 31 U.S.C 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

#### **Compliance with the Contract Work Hours and Safety Standards Act**

- (1) **Overtime Requirements.** No contractor or subcontractor contracting for any part

of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

- (2) **Violation: Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for Unpaid Wages and Liquidated Damages.** The Mississippi Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **BONDING AND INSURANCE**

All proposers shall provide adequate documentation to demonstrate ability to satisfy the following requirements related to insurance, bonding, and payment of damages for noncompliance with the contract or Notice to Proceed:

### **General and Professional Liability Insurance**

The monitoring services contractor shall maintain such general and professional liability insurance as will protect the contractor and any activating county/city from any claims for workmen's compensation and from claims for damage and/or personal injury, including death, which may arise from operations under the regional contract executed. Additionally, such insurance shall cover the bidder's failure to perform after

receipt of a Notice to Proceed issued by the activating county/city. Such insurance shall be written by companies authorized to do business in Mississippi.

Proof of insurance with the following minimum coverage shall be included with each proposal submitted by the monitoring services contractor:

Professional Liability:

\$10,000,000 per occurrence

General Liability:

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Automobile Liability:

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Statutory Workers Compensation as required under Mississippi law

Employers Liability:

\$100,000 - Limit each occurrence

Umbrella Coverage:

\$1,000,000 - Each occurrence

\$1,000,000 – Aggregate

### **Payment and Performance Bond**

The monitoring services contractor shall be required to execute a performance bond equal to 100% of the estimated cost of the project conducted on behalf of any activating county/city upon receipt of a Notice to Proceed. All bidders shall include in their proposal proof of ability to secure such payment and performance bonds as evidenced by letter of credit from a bank in the state of Mississippi holding deposits for the proposer's company or a statement from a surety company satisfactory to demonstrate the proposer's ability to secure such bonds in the event required due to activation by one or more of the counties included in the regional contract executed with the successful proposer.

Additionally, the debris removal services contractor shall be required to post a contractual performance bond in the amount of \$1,000,000 at the time of execution of the contract between OPTFM and the successful proposer/debris removal services contractor. This bond shall be made payable to the State of Mississippi, Department of Finance and Administration on behalf of the counties in the region and shall be called in on behalf of a county/city sending the debris removal services contractor a Notice to Proceed in the event the debris removal services contractor fails to execute the above-referenced performance bond required upon receipt of a Notice of Proceed or fails to satisfy any other obligations under the contract. This requirement is in addition to the requirement to post the payment and performance bonds required herein. Each proposer must provide proof of ability to secure this bond at the time of execution of the contract if determined to be the best value response meeting RFP specifications.

**PROPOSAL SUBMITTAL FORM**  
**Monitoring Services – Region \_\_\_\_\_**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Proposal submitted by: \_\_\_\_\_  
(Name of company representative)

Title: \_\_\_\_\_

e-mail address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Item	Description	Unit Price (Hourly Rate)	Amount
001.	Fixed Site Monitoring		
002.	Field Debris Monitoring		
003.	Project Manager		
004.	Clerical Staff		
005.	Clerical Supervisor		

**In addition to the above-stated proposal prices, by initialing below and signing this Proposal Submittal Form, the proposer acknowledges that he or she has attached documentation to demonstrate ability to meet each of the following project requirements:**

**Proposer's Initials**

Ability to activate simultaneously in each county/city in the region \_\_\_\_\_  
*Identify documentation attached* \_\_\_\_\_

Ability to perform services as required by RFP specifications \_\_\_\_\_  
*Identify documentation attached* \_\_\_\_\_

Ability to activate adequate and properly trained personnel to perform services in compliance with FEMA and FHWA guidelines to ensure reimbursement for debris removal activities, if reimbursement is available \_\_\_\_\_  
*Identify documentation attached* \_\_\_\_\_

Record of past performance on other debris removal monitoring services contracts in compliance with, FEMA, and FHWA guidelines. List contracts Vendor has held within the last three (3) years, with dates, clients, and contact numbers. \_\_\_\_\_  
*Identify documentation attached* \_\_\_\_\_

Financial ability to perform services required in an activating county/city under the payment procedures set out in the RFP specifications \_\_\_\_\_  
*Identify documentation attached* \_\_\_\_\_

Proof of general and professional liability insurance to cover any damages resulting from services provided by the successful bidder, including any denial of reimbursement, due to the actions or inactions of the monitoring services contractor, or from the failure to perform services or complete a project for an activating county/city \_\_\_\_\_  
*Identify documentation attached* \_\_\_\_\_

Ability to post a payment and performance bond at the time of execution of the contract as required in the RFP specifications \_\_\_\_\_  
*Identify documentation attached* \_\_\_\_\_

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**By initialing below and signing this Proposal Submittal Form, the proposer also acknowledges and agrees to each of the follow:**

**Proposer's Initials**

That the proposal submitted meets the RFP specifications \_\_\_\_\_

That, if determined to be the best overall value, proposer will execute a contract with the awarding authority for this region on behalf of all counties in the region \_\_\_\_\_

That the proposal prices set out on this Proposal Submittal Form shall be honored for all counties in the region for the contract period \_\_\_\_\_

That the company has the capability to provide services to all counties in region simultaneously \_\_\_\_\_

That the company will comply with all applicable requirements and/or requests to confirm compliance with Title 2 U.S. Code of Federal Regulations, Part 200; FEMA, and FHWA guidelines and regulations; and all applicable local, state and federal law or the version that is effect at the time of the declared event. \_\_\_\_\_

That the company listed above will respond to any Notice to Proceed within the time frame and under the procedures set out in the RFP specifications \_\_\_\_\_

That the company will provide all bonding in the amounts and at the times required in the RFP specifications \_\_\_\_\_

That the company will comply with the payment procedures set out in the RFP specifications \_\_\_\_\_

Signature of Company Representative submitting proposal:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_