

# REQUEST FOR PROPOSAL

## TO ESTABLISH

### Debris Monitoring Assistance for Hattiesburg Mississippi DR-~~XXXX~~

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**To:** Debris Monitoring Companies interested in Services for the City of Hattiesburg

**From:** Lamar Rutland, City Engineer.

**Date:** January 23, 2017

**Subject:** Request for Proposal (RFP) for Debris Monitoring Firms to Assist the City of Hattiesburg for DR-~~TBD~~.

**Contact Name:** Lamar Rutland, City Engineer

**Contact Phone Number:** 601-545-4540

**Contact E-mail Address:** [lrutland@hattiesburg.com](mailto:lrutland@hattiesburg.com)

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#### SUMMARY OF THE RFP

Hattiesburg Mississippi, (hereinafter "City") is seeking qualified Firms for Disaster Debris Monitoring Assistance. This Request for Proposal (RFP) is issued following a Disaster that warrants outside assistance where the City Personnel, Equipment, and Mutual Aid Agreements are not sufficient for this event. This RFP is for Debris Monitoring for FEMA "Category A" only; Direct Administrative Cost (DAC) will not be a part of the proposal.

Hattiesburg will utilize the Mississippi Personal Service Contract Review Board (PSCR) Rules and Regulations as a guideline for this RFP. The PSCR is established and maintained by the Mississippi State Personnel Board (MSPB) for guidelines for State Agencies. The MSPB is not required to approve this proposal or Contract. However responding firms should make themselves aware of these guidelines for legalities associated with this type agreement.

Information is sought for Debris Monitoring of disaster related debris, of every kind and nature from public rights of way (and/or private property if approved by the State), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of this project however if the City, State, or FEMA authorizes the ROE it will become part of this project.

Respondent should be aware of Historical Preservation Laws since the City of Hattiesburg has an immense number of houses, commercial buildings, schools, city properties, etc. listed on the Historical Register (**SEE ATTACHMENT A**). The City will seek Services city-wide. The City will evaluate the Information and establish a Short List of firms that will be invited for final interviews. Respondent should be aware the City may elect to utilize multiple companies for Monitoring should the event size require such action. Respondent is cautioned to review this RFP as the Federal Office of Management and Budget has introduced new guidelines per the "Super Circular" (2 CFR 200.318 through 326 for non federal entities) for all Federal Agencies participating in Federal Grants including FEMA and the FHWA. As part of the combinations within the Super Circular, A-102 combines 44 C.F.R 13.36 with 2 CFR 200.318 to 326.

It shall be noted that this Request for Proposal is consistent with the *FEMA FP 104-009-2 Public Assistance Program and Policy Guide (January 2016)*. This request, possible contract, and event expenditures are not contingent upon receipt of FEMA funding.

The objective of this RFP is to establish Debris Monitoring Services for **DR XXXX**. Respondent shall appoint a single Point of Contact (SPOC) for the Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), FEMA, and the FHWA as requested. The RFP response should be clear on how the Respondent will assist Hattiesburg for Debris Monitoring. **This Project consist of an EF-3 Tornado striking the City of Hattiesburg on January 21, 2017.**

Hattiesburg will receive proposals from firms having specific experience and qualifications in the areas identified in this request. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Debris Monitoring. Other information required by the City may be included elsewhere in the proposal.

Respondent shall provide key resumes of staff to be assigned to projects. References and examples of similar work, and other data that demonstrates the Respondent's experience in the area of Debris Monitoring will also be required.

A City Debris Committee will review and assess all proposals. The committee will only have the proposals to review for selection of Respondent(s). It is therefore important that Respondent emphasizes specific information pertinent to the work. Assessments/Scoring of the proposals will be based as follows:

**A.** The overall quality of the plan for performing Debris Monitoring Services including Safety Practices and Historic Preservations. The plan must maintain a full understanding of the requested services, integrity, and compliance with public policy. Consideration will be given to the entirety and specific requirements of the request. (Important-20 points)

**B.** Respondent ability to perform the Debris Monitoring Services as reflected by past performance, general experience, specific experience in providing the services, and the qualifications and abilities of personnel to be assigned to

perform such services. (Very Important – 20 points)

**C.** The personnel, equipment, facilities, technical, and financial resources to perform this type service currently available or demonstrated to be made available at the time of request and possible future contracting. (Important – 20 points)

**D.** A record of past performance of similar work. (Critical – 20 points)

**E.** Price (Critical-20 points)

**Respondent's Response shall contain the following Information:**

1. Be authorized or prove intent to transact business in the State of Mississippi (the "State").
2. Be able to provide Monitoring of all disaster related debris, as set forth in the Scope of Services hereto and incorporated herein by reference (the "Services").
3. Be willing and capable of performing the Services in a timely manner, including, but not limited to, maintenance of proper documentation, proper documentation preparation and management and event closure services.
4. Be knowledgeable and have experience in the provision of the Services and in insuring that Services are in line with FEMA practices.
5. Be able to perform the Services in a timely manner and on short notice, recognizing that in the event of a Task Order, the City desires maximum percentage of completion of projects within the allotted time frames. Maximum Debris Removal within the first 30 days is desirable and the City prefers not to exceed 90 days for completion of any project however the maximum allotted time frame could extend to 180 days.
6. Provide SAM (System for Award Management) Number if available. Registration with SAM is not required however if available it will be reviewed for any current Responder status.

**Respondent additional information:**

1. Name of Respondent, location of Respondent's principal place of business, and the place of performance for any proposed contract.
2. Age of responders business and the average number of employees over the past three (3) years.
3. Resume' listing abilities, qualifications, and experience of key individuals who will be assigned to provide the required services.

4. Listing of five similar projects under which services similar in scope, size, or discipline were performed or undertaken, including at least three (3) references for current projects or those awarded during the past six (6) years.
5. List five (5) or more projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information in the request must be completed. Proposals containing incomplete data will be rejected.
6. A Technical Plan giving as much detail as practical explaining how the services will be performed.
7. Plan for subcontractor participation. Note, per FEMA FP-104-009-2 (January 2016) **Procurement Standards page 30; Vendors shall conduct all necessary affirmative steps to ensure the use of minority, women's business enterprises, and labor surplus area firms when possible.** Respondent can utilize the Mississippi Development Authority (or other state systems) to assist in locating such companies by using the established MDA Search utility at <http://minority.mississippi.org/> or <http://www.mnbr.org>. The Small Business Administration and the Department of Commerce's Minority Business Development Agency can also be utilized to solicit these businesses. A Disadvantaged Business Enterprise (DBE) may also be considered.

## **INSURANCE REQUIREMENTS**

Prior to signing of any contract, Respondent agrees to furnish the City with all applicable certificates of insurance. The Respondent 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 insurance. **Proof of Insurability must be provided with the proposal.**

Within 24 hours following the signing of any contracts, Respondent shall provide copies of insurance policies including all endorsements.

A. Commercial General Liability and Errors and Omissions - in the amount of one million dollars (\$1,000,000.00) per occurrence.

B. 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 Owner. 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.

C. Business Automobile Liability – Proposer shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent.

D. Professional Liability (Errors & Omissions) – Proposer shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to any contract or shall be at least twice the required per claim limit.

The Respondent shall save and hold the City harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's 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 any 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 Responder, any subcontractor, agent or employee.

**Project will require a maximum dollar cap. Should the project exceed the dollar cap, the Contractor may request additional justifiable funding that will require the City Council's approval.**

#### **Response**

All submitted RFP's become the property of the city and subject to all applicable public records laws include the Mississippi Public Records Act of 1983.

Hattiesburg reserves the right to accept, reject, or negotiate any or all proposals on the basis of the criteria contained within this document. The final decision to execute a contract with any party will be decided by the city.

#### **Response Acceptance**

The original and three (3) copies of the response and all attachments (four copies total) along with one electronic copy of the proposal saved as a .pdf file and stored on a CD or jump drive shall be signed and submitted in a sealed envelope or package to: **City of Hattiesburg City Clerk, at PO Box 1898 or 200 Forrest Street, Hattiesburg Mississippi 39403-1898 no later than 10:00 a.m. Central Standard Time on *Saturday 28, 2017.***

**No electronic or facsimile copies of the RFP will be accepted.** Timely submission of the RFP is the responsibility of the Respondent. Offers received after the specified time shall be rejected and returned to the Respondent unopened. **The envelope or package shall be marked with the RFP opening date and time and the number of the request for RFP. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office.** Each page of the RFP, all attachments and the CD/Jump Drive shall be identified with the name of the Respondent.

#### **Proprietary Information**

The Respondent should clearly mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with current State Code.

When the City receives a request to release information properly designated as confidential or proprietary by a Respondent, the City shall give the owner of this

information a reasonable time to obtain a court order protecting the information as confidential. If the City receives a court order it must then notify the requestor that the information is protected by court order and cannot be furnished.

#### **Debarment**

**By submitting a response to this RFP, the Respondent including principles and or owners certifies that he/she is not currently debarred from participating in any Federal or State Grant Programs.**

#### **Procurement Regulations and Guidelines**

Respondent is advised to review the Mississippi Personal Service Contract Review Board Rules and Regulation that will be utilized as a guideline for contracts (<http://www.mspb.ms.gov/personal-service-contract-review-board/pscrb-rules-regulations.aspx>). Appendix D and Appendix F contain multiple items that will be included in any contract. Not all items will be included in the contract but Respondent must accept these guidelines.

The following clauses are required conditions when soliciting information for personal services by the Personal Service Contract Review Board Rules and Regulations per Appendix D & F:

##### **1. Acknowledgment of Amendments**

Respondent shall acknowledge receipt of any amendments by copying and signing and being a part of the request. Amendments may include Questions/Answers.

##### **2. Applicable Law**

Any Contract as a result of this RFP shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Respondent shall comply with applicable federal, state, and local laws and regulations.

##### **3. Availability of Funds**

It is expressly understood and agreed that the obligation of the City to issue a contract as a result of this RFP is conditioned upon the appropriation of funds by the City of Hattiesburg.

##### **4. Representation Regarding Contingent Fees**

Respondent represents that it has not retained a person to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Respondent's proposal.

##### **5. Representation Regarding Gratuities**

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

##### **6. Compliance with Laws**

The Respondent understands that the City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on

race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Respondent agrees during the term of any agreements that the Respondent will strictly adhere to this policy in its employment practices and provision of services. The Respondent shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

## **7. E-Verification**

Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Respondent to the following:

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

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

## **8. Transparency (July 1, 2016)**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at

<http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

## **9. Approval**

It is understood that any contract requires approval by the City Council. If a contract is not approved, it is void and no payment shall be made hereunder.

## **10. Confidential Information**

"Confidential Information" shall mean: (a) those materials, documents, data, and other information which the Respondent has designated in writing as proprietary and confidential; and, (b) all data and information which Respondent acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:

(1) to protect all confidential information provided by one party to the other;

(2) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; and,

(3) except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,

(4) to do so by using those methods and procedures normally used to protect the party's own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Respondent or its subcontractors shall rest with the Responder.

## **11. Confidentiality**

Notwithstanding any provision to the contrary contained herein, it is recognized that *the City of Hattiesburg* is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended). If a public records request is made for any information provided to *the City* pursuant to any agreement, *the City* shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party shall be liable to the other party for disclosures of information required by court order or required by law.

## **12. Attorney's Fees and Expenses**

Subject to other terms and conditions of possible future contracts, in the event the Respondent defaults in any obligations under the agreement, the Respondent shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. Respondent agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to any Respondent.

**13. Authority to Contract**

Respondent warrants: (a) that it is a validly organized business with valid authority to enter into an agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance into an agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of agreements to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under any agreement.

**14. Respondent's Personnel**

The City shall, when contracting, have the right of reasonable rejection and approval of staff or Subcontractors.

**15. Failure to Deliver**

In the event of failure of the Respondent to deliver services in accordance with the terms and conditions of any contract, the City, after due written notice, may procure the services from other sources and hold the Respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

**16. Failure to Enforce**

Failure by the City at any time to enforce contractual provisions will not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of any contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

**17. Independent Respondent Status**

Respondent shall, at all times, be regarded as an independent Respondent under future contracts and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Respondent, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Respondent.

**18. No Limitation of Liability**

Nothing in any future Agreement shall be interpreted as excluding or limiting any tort liability of the Respondent for harm caused by the intentional or reckless conduct of the Respondent or for damages incurred through the negligent performance of duties by the Respondent or the delivery of products that are defective due to negligent construction.

**19. Notices**

All notices required or permitted to be given under any agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Respondent: **Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Respondent** \_\_\_\_\_  
**Address** \_\_\_\_\_

For the City: **City of Hattiesburg**  
**Purchasing Clerk**  
**PO Box 1898**  
**Hattiesburg, MS 39403-1898**

**20. Ownership of Documents and Work Papers**

The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with any contract services, except for the Respondent's internal administrative and quality assurance files and internal project correspondence. The Respondent shall deliver such documents and work papers to the City upon termination or completion of each project. The Respondent shall be entitled to retain a set of such work papers for its files. Respondent shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

**21. Record Retention and Access to Records**

Provided the Respondent is given reasonable advance written notice and such inspection is made during normal business hours of the Respondent, the City or any duly authorized representatives, shall have unimpeded, prompt access to any of the Respondent's books, documents, papers, and/or records which are maintained or produced as a result of any contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be retained by the Respondent for three (3) years after final Declaration Closeouts. However, if any audit, litigation or other action arising out of or related in any way to future contracts is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

**22. Right to Inspect Facility**

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

**23. Termination for Convenience**

1. Termination. The City may, when the interests of the City so require, terminate any contract in whole or in part, for the convenience of the City. The City Engineer shall give written notice of the termination to the Respondent specifying the part of any contract terminated and when termination becomes effective.

2. Respondent's Obligations. Respondent shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Respondent will stop work to the extent specified. The Respondent shall also terminate outstanding orders and subcontracts as they

relate to the terminated work. The Respondent shall settle the liabilities and claims arising out of any termination of subcontracts and orders connected with the terminated work. The City Administrator may direct the Respondent to assign the Respondent's right, title, and interest under terminated orders or subcontracts to the City. The Respondent must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

#### **24. Termination for Default**

(1) *Default.* If Respondent refuses or fails to perform any of the provisions of any contract with such diligence as will ensure its completion within the time specified in any contract or any extension thereof, or otherwise fails to timely satisfy contract provisions, or commits any other substantial breach of any contract, the procurement officer may notify the Respondent in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the procurement officer, such officer may terminate Respondent's right to proceed with a contract or such part of a contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the procurement officer. Respondent shall continue performance of any contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Respondent's Duties.* Notwithstanding termination of contracts and subject to any directions from the procurement officer, Respondent shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Respondent in which the City has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the City shall be at a contract price. The City may withhold from amounts due Respondent such sums as the procurement officer deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Respondent shall not be in default by reason of any failure in performance of any contract in accordance with its terms (including any failure by Respondent to make progress in the prosecution of the work hereunder which endangers such performance) if Respondent has notified the procurement officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Respondent shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time

to permit Respondent to meet contract requirements. Upon request of Respondent, the procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Respondent's progress and performance would have met the terms of any contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of Respondent's right to proceed under the provisions of this clause, it is determined for any reason that any contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if any contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under any contract.

## **25. Termination upon Bankruptcy**

Any future Contract may be terminated in whole or in part by the City upon written notice to Respondent, if Respondent should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Respondent of an assignment for the benefit of its creditors. In the event of such termination, the Respondent shall be entitled to recover just and equitable compensation for satisfactory work performed under any contract, but in no case shall said compensation exceed a total contract price.

## **26. Third Party Action Notification**

Respondent shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Respondent by any entity that may result in litigation related in any way to any agreements.

## **27. Unsatisfactory Work**

If at any time during any contract term, the service performed or work done by the Respondent is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, the Respondent shall, on being notified by the City, immediately correct such deficient service or work. In the event the Respondent fails, after notice, to correct the deficient service or work within 24 hours, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Respondent.

## **28. Waiver**

No delay or omission by either party to any agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contracts, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to any agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of any agreement will void, waive, or change any other term or condition. No waiver by one party to any agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

## **REQUIRED FEDERAL PROCUREMENT CLAUSES**

### **1. Clean Air Act and the Federal Water Pollution Control Act (over \$150,000.00).**

Respondent shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations of these acts must be reported to the City so they can be reported to FEMA.

### **2. Retention/Access of Records**

Respondent will be required retain all records associated with each project for three (3) years after the City or the sub recipient make final payments and Declaration Closeouts are posted, and all other pending matters are closed.

### **3. Energy Policy and Conservation Act**

Respondent 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).

### **4. Debarment and Suspension**

Respondent 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." Respondent shall not subcontract with any parties that are currently debarred and listed with the Mississippi Department of Finance and Administration (DFA) ([www.dfa.ms.gov](http://www.dfa.ms.gov)).

### **5. Byrd Anti-Lobbying Amendment**

Respondent certifies 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. Respondent shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Respondent shall require all subcontractors to submit these same certifications.

**6. Contract Work Hours and, Safety Standards Act, as Amended (over \$100,000.00).**

**7. Equal Opportunity Clause 41 CFR60-1.4**

**8. Coordination of Grants Related Civil rights statutes, Executive Order 12250.**

#### **EVALUATION PROCEDURE PROCESS:**

##### **1. Qualifications of Respondent**

Respondent may be required before the award of any contract to show to the complete satisfaction of City that it has the necessary facilities, integrity, ability, compliance with public policy, past performance, technical, and financial resources to provide the service specified therein in a satisfactory manner. The Respondent may be required to provide legal understanding of the Personal Service Contract Review Board Rules and Regulations as well as the Federal Office of Management and Budget Super Circular. Respondent may also be required to give a past history and references in order to satisfy the City in regards to the Respondent's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy the City that the Proposer is properly qualified to carry out the obligations of future contracts and to complete the work described therein. Evaluation of the Respondent's qualifications shall include:

1. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
2. The ability of Respondent to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent; and,
4. The quality of performance of previous contracts or services.
5. Price.

**First Step:** RFP's will be reviewed to meet compliance with the request. RFP's that do not comply with the specifications will be rejected and no further consideration given.

**Second Step:** RFQ's that complete the First Step will be reviewed/analyzed for determination if the response adequately meets the needs of the City. The following factors will be utilized:

1. The overall quality of the proposed plan and for performing the required services – the plan should reflect an understanding of the project and its

objectives. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. (Critical - 20 points)

2. Respondent's ability to perform such services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualification and abilities of personnel proposed to be assigned to perform the services. This includes the ability of the Respondent to provide a work product that is legally defensible. (Very Important - 20 points)
3. The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. (Important - 20 points)
4. A record of past performance of similar work. Direct experience in Mississippi is desirable but not required. (Critical - 20points)
5. Price (20 points).

**Third Step:** The City may contact the most qualified Respondent by telephone to schedule an interview.

## **SCOPE OF WORK:**

### **DR-XXXX**

Hattiesburg Mississippi, is seeking Professional Services proposals for Debris Monitoring Firms. Proposals will be sought for Monitoring of federally declared disaster related debris, of every kind and nature from public rights of way (and/or private property if approved by the City, State, and FEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of this Service however if the City, State, or FEMA authorizes the ROE it will become part of the Service. The City will seek proposals for said services City-wide. The City will evaluate the Proposals on what is in the best interest of the City and the nature of the event. The City will seek to identify a Respondent to oversee either City Task Force or Debris Removal Contractor(s). It shall be noted that any Contract is for payment of "Only Debris Services that FEMA Determined Eligible" and is consistent with FEMA Public Assistance Program and Policy Guideline (FP-104-009-2, January 2016).

This Scope of Work (SOW) is provided for Respondent to review in detail, the SOW is detailed as to the terms of request and Respondent should acknowledge each line item. Should a Respondent take exception to any line items in the SOW it should be clearly stated within the proposal.

Respondent must provide a technical overview for debris monitoring as to how they complete this project.

The scope of work/services as described below shall be considered minimum standards to meet in submitting their proposal for debris monitoring services. The Monitoring Services Respondent shall be experienced and knowledgeable in handling and executing disaster debris removal and disposal monitoring in compliance and consistent with the policies and publications of MEMA, FEMA, and FHWA. Throughout these 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.

Examples of guidelines and regulations include but are not limited to the following:

#### **FP-104-009-2 January 2016**

#### **Emergency Relief Manual (Federal-Aid Highways)- November 2009**

The City will designate a Debris Task Force Manager (DTFM) that will act as the Point of Contact (POC) for the event. The DTFM POC may consist of a City Employee, a Professional Contractor, or the City Engineer.

The Respondent will work with the City Debris Task Force Manager by assisting in determining the amounts of debris prior to beginning services.

Respondent will work with all associated teams including MEMA, FEMA, City, County, Debris Removal Contractors, and FHWA as needed for timely project completions, cost effectiveness, and maximum FEMA Category A reimbursements.

Respondent will measure and certify all equipment associated with either the City Task Force or approved removal contractor(s). Respondent will be familiar with standard MDOT Traffic Control Measures and report to the Debris Task Force Manager any safety issues or irregularities.

Respondent will report any delays, issues or concerns by the City or Removal Contractor to the City Task Force Manager.

Respondent will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Respondent should be able to provide written Load tickets. Should the respondent be positioned to offer e-ticketing a description should be included in the technical overview for this service. Should the Respondent offer e-ticketing the price for any additional devices should be included in the hourly rate for any positions that may be utilizing the devices. Respondent should state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either hand written or electronic tickets must be completed in detail for each line item. Photo documentation must be provided from cradle to grave and correlate with the load tickets.

Respondent will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Debris Task Force Manager that will be sent to MEMA and FEMA daily.

Respondent will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Debris Task Force Manager.

As a minimum the Respondent must provide sufficiently trained personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

The City may use force account resources (including temporary hires), contractors, or a combination of these for monitoring. It is not necessary, or cost-effective, to have Professional Engineers or other certified professionals perform debris monitoring duties. FEMA considers costs unreasonable when associated with the use of staff that is more highly qualified than necessary for the associated work.

Respondent will be responsible for documenting any damage to city or private property caused by the removal contractor(s). Respondent should also document any City infrastructure damage caused by the event.

Respondent must be able to activate within 24 hours of notification to proceed by the City.

Respondent must certify that the company or any of its principles are not bared from performing any State or Federally Funded Projects including FEMA and the FHWA.

## **SCOPE OF POSITIONS**

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring. Respondent may provide e-ticketing service however it is not mandatory for this request.

### **Project Manager:**

Respondent will provide a Project Manager to oversee debris monitoring activities.

1. Oversight and Supervision of Monitor field activities.
2. Scheduling of Monitoring resources and deployment timing.
3. Communication and coordination with City personnel.
4. Make suggestions to improve the efficiency of collection and removal of debris.
5. Coordinate daily activities and future planning.
6. Remain in contact with DTFM
7. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
8. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).
9. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.

### **Field Debris Monitors and Roving/Operations Manager:**

Respondent will perform on-site, street-level work area inspections of debris cleanup and collection. Respondent will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets. A Roving or Operations Manager will also be assigned to oversee a maximum of nine Field Monitors.

1. Provide field monitor personnel at designated areas to check and verify information on debris removal.
2. Monitor collection activity of trucks.
3. Issue manifest load tickets at loading site for each load.
4. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
5. Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal.
6. Perform a pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mail boxes, etc. to help prevent damage from loading equipment and to look for potential problems.
7. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your Roving Manager.
8. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
9. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
10. Properly monitor and record performance and productivity of debris removal

crew.

11. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the DTFM.
12. Ensure that loads are contained properly before leaving the loading area.
13. Ensure only eligible debris is collected for loading and hauling.
14. Ensure only debris from approved public areas is loaded for removal.
15. Perform other duties from time to time as directed by the debris management project manager or DTFM.

**Fixed Site Debris Monitors:**

Respondent will provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

1. Provide disposal site monitors and inspectors personnel.
2. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.
3. Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area.
4. Remain in contact with debris management/dispatch center or supervisor.
5. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City personnel.
6. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations

**Data Managers:**

Respondent will provide personnel to oversee electronic documentation including:

1. Excel Spreadsheets as to amounts of debris collected daily.
2. Maintenance and data transfer of e-ticketing system if applicable.
3. Data Retention and back up of Data Retention for a minimum of 5 years at the expense of the Respondent.
4. GPS devices and oversight of coordinating with FEMA on accuracy.
5. GIS (Global Information System) coordination with the City, PDD (Planning and Development District), and or state.

**Clerical:**

Respondent will provide personnel to assist with data collection daily.

1. Enter daily data into either Excel Spreadsheets or e-ticketing system.
2. Verify Billing.
3. Audit billing vs. invoices.
4. Prepare cover documentation for services and create a filing system either electronic and or paper.

**Terms:**

Contracts will be established per event as activated.

**Deployment**

Respondent must be prepared to deploy within 24 hours from the notice to proceed. Respondent staffing levels shall be efficient and coincide with the scale of the debris

removal operations and must be approved by the DTFM prior to deployment. The Respondent shall obtain approval from the City for any increase in the staffing levels.

The Respondent 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 providing insurance.

### **CONSIDERATIONS**

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personnel and equipment is the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

The Respondent shall be duly licensed in accordance with the state's statutory requirements to perform the work.

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City.

The City may suspend Respondent's operations due to inclement weather. The performance period may be extended for weather delays.

The Respondent shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (three (3) years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

**Name** \_\_\_\_\_

**Company** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

### **Employees not to Benefit**

I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any

similar form of remuneration on account of the act of awarding and/or executing any contract. \_\_\_\_\_ **CONFIRMED**

**Conflicts of Interest (SEE ATTACHMENT C)**

The Respondent

☐ is ☐ is not

aware of any information bearing on the existence of any potential organizational conflict of interest.

**Representation Regarding Contingency Fees**

The Respondent

☐ has ☐ has not

retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.

**Representation Regarding Gratuities**

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

\_\_\_\_\_ **initial**

**Collusion**

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

\_\_\_\_\_ **initial**

**Acceptance of Conditions**

I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document. \_\_\_\_\_ **initial**

**Respondent Qualified to Transact Business**

I certify that I/We are in compliance with Miss. Code Annotated § 79-4-15 regarding authorization to transact business in the State Mississippi. If a foreign corporation, meaning a corporation incorporated under a law other than the law of this state, I have provided a certificate of authority from the Mississippi Secretary of State.

\_\_\_\_\_ **initial**

**Proprietary Information**

This response

☐ does ☐ does not

contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at

\_\_\_\_\_.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

\_\_\_\_\_  
**Signature Date**

\_\_\_\_\_  
**Name (Printed) Title**

**ATTACHMENT B**  
**COST SHEET**

| <b>CITY OF HATTIESBURG<br/>DR-XXXX</b>     | Estimated Requirements | Per Hour Rate |
|--------------------------------------------|------------------------|---------------|
| Project Manager                            |                        |               |
| Field/Roving/Operations<br>Debris Managers |                        |               |
| Fixed Site Monitors                        |                        |               |
| Data Manager                               |                        |               |
| Clerical                                   |                        |               |
| <b>TOTAL<br/>ESTIMATED COST</b>            |                        |               |

### ATTACHMENT C: CONFLICTS OF INTEREST

1. List the names of Members of the Board of Directors or other Governing Body:

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2. Are any Members of the Governing Body or Project Staff also City of Hattiesburg employees?

Check one, only: ☐ YES ☐ NO

3. If Yes, please list the name of the City employee(s) and the position held within the City.

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4. Are any Members of the Governing Body or Project Staff also Spouses, Parents, or Children of the City of Hattiesburg Employees?

Check one, only: ☐ YES ☐ NO

5. If Yes, List the Name and Relationship to the City of Hattiesburg employee:

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6. List all other current contracts with the City of Hattiesburg (include \$ amount/start/end dates):

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7. Contractor's Signature:

\_\_\_\_\_  
Signature Date

## ATTACHMENT D

### APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making 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.
2. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date