

IN THE MATTER OF PUBLICATION

CLAIM NO. 0033

FOR ADVERTISEMENT FOR QUALIFICATIONS

FOR DEBRIS MONITORING

FOR LEE COUNTY, MS

WHEREAS, it is now necessary and this Board desires to advertise to receive proposals for Qualifications for Debris Monitoring for Lee County, MS.

It is, therefore, ordered by the Board that the Clerk of this Board publish notice of the intention of the Board to receive proposals until 10:00 o'clock a.m. on the 3rd day of April, 2017 at the Lee County Board of Supervisors Center 300 West Main Street, in the City of Tupelo, Mississippi, according to specifications on file in the office of the Clerk of Board of Supervisors. Said notice shall be published for the time and in the manner provided by law in the *Northeast Mississippi Daily Journal*, a newspaper published in Lee County, Mississippi and having general circulation therein.

Upon motion made by Supervisor Tracy, seconded by Supervisor Smith, the above and foregoing resolution was put

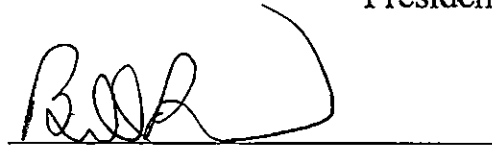
to a roll call vote, the vote being as follows:

Phil Morgan	voted	<u>"Aye"</u>
Mike Smith	voted	<u></u>
Tony Roper	voted	<u></u>
Tommie L. Ivy	voted	<u></u>
Billy Joe Holland	voted	<u>"Aye"</u>

The motion having received the affirmative unanimous vote of all members present, the President of the Board declared the motion carried.

Ordered this the 6th day of February, 2017.


President


Clerk

REQUEST FOR QUALIFICATIONS TO ESTABLISH

A Prequalification List for Debris Monitoring Assistance for Lee County Mississippi

To: Debris Monitoring Companies interested in Prequalifying for the Lee County Mississippi

From: Lee County Board of Supervisors.

Date: - xxxxx 2016..

Subject: Request for Qualifications (RFQ) for Debris Monitoring Firms to Assist Lee County on an as need basis following Disasters.

Contact Name: Bill Benson Chancery Clerk/Comptroller.

Contact Phone Number: 662-432-2020

Contact E-mail Address: bbenson@co.lee.ms.us

SUMMARY OF THE RFQ

Lee County Mississippi, (hereinafter "County") is seeking Prequalified Firms for Disaster Debris Monitoring Assistance. Pricing will not be a part of this request, a Request for Proposal (RFP) or Invitation for Bids (IFB) will be issued following a Disaster that warrants outside assistance where the County Personnel/Equipment and Mutual Aid Agreements are not sufficient for such an event.

Lee County will utilize the Mississippi Personal Services Contract Review Board (PSCRB) Rules and Regulations as a guideline for this RFQ. The PSCRB is established and maintained by the Mississippi State Personal Board (MSPB) for guidelines for State Agencies. The MSPB is not required to approve this request, future RFP's/IFB's, and Contracting. 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 the projects however if the County, State, or FEMA authorizes the ROE it will become part of specific projects.

Respondents should be aware of Historical Preservation Laws, Lee County has two locations (County Courthouse and Brice's Road Crossing Battlefield) listed on the Historical Register. (SEE ATTACHMENT A).

The County will seek Qualifications for Services county-wide. The County will evaluate the Information and establish a "Prequalified List" of firms that will be invited following a Disaster to respond to an event specific Request for Proposal (RFP) or Invitation for Bid (IFB) should the Lee County Board of Supervisors elect to do so. **Respondents should be aware since there will be an RFP or IFB issued additional Respondents may also respond following disasters per CFR 200.319 (d).** Respondents are cautioned to review this Request for Qualifications as the Federal Office of Management and Budget has introduced new guidelines per the "Super Circular" (2 CFR 200.318 through 326) 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 through 326.

It shall be noted that this Request for Qualification is consistent with the FEMA Public Assistance Program and Policy Guide FP-004-009-02 dated January 2016. This request, possible future contracts, and event expenditures are not conditioned upon receipt of FEMA funding.

The objective of this RFQ is to Prequalify respondents to provide Debris Monitoring Services following disasters as activated by the County. Respondent shall appoint a single Point of Contact (SPOC) for each Project that shall be responsible for managing staff, working with the County, the Mississippi Emergency Management Agency (MEMA), FEMA, and the FHWA as requested. The RFQ response should be clear on how the Respondent will assist the County for Debris Monitoring. Future Projects may consist of floods, suppressed hurricanes, urban/wildfire, tornados, winter storms, dam failures, earthquakes or any natural or manmade disaster. It should be noted that a catastrophic event such as a Hurricane Katrina or Sandy, the County may elect to assign Debris Removal and Monitoring to the US Army Corps of Engineers. The County is prepared to handle minor events through use of existing Personnel, part time employees, reassignments, and mutual aid agreements.

Lee County will receive qualifications 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 County may be included elsewhere in the request.

All respondents 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 County Debris Committee will review and assess all responses. The committee will only have the responses to the request to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work. Assessments/Scoring of the responses 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. Consideration will be given to the entirety and specific requirements of the request. (30 points)

B. Respondents ability to perform the Debris Monitoring Services as reflected by general experience, specific experience in providing the services, and the qualifications and abilities of Personnel to be assigned to perform such services. (Very Important – 30 points)

C. The Personnel, equipment, facilities, 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)

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 disaster and issuance of a Task Order, the County desires maximum percentage of completion of projects within the allotted time frames. Maximum Debris Removal within the first 30 days is desirable and the County 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 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 three 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. Responses 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, Vendors are **Advised** to contact and utilize small, minority, women-owned, and labor surplus area firms should additional labor be required. Respondents can utilize the Mississippi Development Authority (or other state systems) to assist in locating such companies by using the established MDA Search utility at www.mmdbr.org.
8. A Disadvantaged Business Enterprise (DBE) may also be considered.

INSURANCE REQUIREMENTS

Prior to signing of any contract, respondent agrees to furnish the County 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 response.**

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

A. Commercial General Liability - 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 County 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.

Each project will require a maximum dollar cap according to the magnitude of the disaster.

Response

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

The release of the Request for Qualification does not form an acceptance of any offer, nor does such release in any way obligate the County to execute an agreement with any other party. Lee County reserves the right to accept, reject, or negotiate any or all responses on the basis of the criteria contained within this document. The final decision to execute future contracts with any party will be decided by the County.

Response Acceptance

The original and three (3) copies of the response and all attachments (four copies total) along with one electronic copy of the response 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: **Bill Benson, Chancery Clerk/Comptroller at 200 West Jefferson Street, Tupelo Mississippi 38801 no later than 10:00 a.m. Central Standard Time on ~~day/date,~~ 2016. No electronic or facsimile copies of the RFQ will be accepted.** Timely submission of the RFQ 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 RFQ opening date and time and the number of the request for RFQ. The time and date of receipt shall be indicated on the envelope or package by the Comptroller's Office. Each page of the RFQ, 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 response considered to be proprietary information which may remain confidential in accordance with current State Code.

When the County receives a request to release information properly designated as confidential or proprietary by a respondent, the County shall give the owner of this information a reasonable time to obtain a court order protecting the information as

confidential. If the County 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 RFQ, 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

Respondents are advised to review the Mississippi Personal Services Contract Review Board Rules and Regulation that will be utilized as a guideline for future contracts if any. Appendix D and Appendix F contain multiple items that will be included in any contract. Not all items will be included in future contracts but Respondents must accept these guidelines to establish a quick and clear understanding following any disaster. (Example: Paymode is not a current payment system for the County).

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

1. Acknowledgment of Amendments

Respondents 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 RFQ/RFP/IFB 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 County to issue any contract as a result of any RFQ/RFP/IFB is conditioned upon the appropriation of funds by the County.

4. Representation Regarding Contingent Fees

Respondent represents that it has not retained a person to solicit or secure future contracts upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Respondents response.

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 County 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 Respondents agree 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 (PSCRB 7-1-2016)

Future contracts, including any accompanying exhibits, attachments, and appendices, are 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 County. 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 County. 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 Lee County 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 County pursuant to any agreement, the County 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 Respondents defaults in any obligations under the agreement, the respondent shall pay to the County all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the County in enforcing this agreement or otherwise reasonably related thereto. Respondent

agrees that under no circumstances shall the County 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 Personnel

The County 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 County, after due oral or 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 County may have.

16. Failure to Enforce

Failure by the County 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 County to enforce any provision at any time in accordance with its terms.

17. Independent Respondent Status

Respondents shall, at all times, be regarded as an independent Respondent under future contracts and shall at no time act as an agent for the County. Nothing contained herein shall be deemed or construed by the County, 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 County 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 Agency: *Bill Benson
Chancery Clerk/Comptroller
200 West Jefferson Street
Tupelo, MS 38801*

20. Ownership of Documents and Work Papers

The County 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 County 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 County 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 County 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 County 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 County.

23. Termination for Convenience

1. Termination. The County may, when the interests of the County so require, terminate any contract in whole or in part, for the convenience of the County. The County 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. Respondents 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 County may direct the Respondent to assign the Respondent's right, title, and interest under terminated orders or subcontracts to the County. 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 County has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the County shall be at the contract price. The State may withhold from amounts due Respondent such sums as the procurement officer deems to be necessary to protect the County against loss because of outstanding liens or claims of former lien holders and to reimburse the County 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 County 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 County 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 County, 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 County 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 County 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 County to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the County, the Respondent shall, on being notified by the County, immediately correct such deficient service or work. In the event the Respondent fails, after notice, to correct the deficient service or work immediately, the County 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 FOR FUTURE CONTRACTS MAY BE ELIGIBLE FOR REIMBURSEMENT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY and or the FEDERAL HIGHWAY ADMINISTRATION

1. Equal Employment Act.

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 601.3 must include the equal opportunity clause provided under 41 C.F.R. § 601.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of any future contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive

Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

2. Davis Bacon Act (NOT REQUIRED).

3. Compliance with the Copeland "Anti-Kickback Act (NOT REQUIRED)"

4. Clean Air Act and the Federal Water Pollution Control Act for Contracts over \$150,000.00

Contractor 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 and the Regional Office of the Environmental Protection Agency.

Clean Air Act

(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.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Lee County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Access to Records

Contractor 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.

(1) The contractor agrees to provide the Mississippi Emergency Management Agency, and Lee County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

6. Energy Efficiency

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).

7. Debarment and Suspension in excess of \$25,000.00

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 the County. 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 the County and or 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 2C.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 nclude a provision requiring such compliance in its lower tier covered transactions."

8. "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

SEE ATTACHMENT C- CERTIFICATION REGARDING LOBBYING (FORM SIGNATURE REQUIRED)

9. 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 preapproval.

10. Compliance with Federal Law, Regulations, and Executive Orders.

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

11. 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 County, contractor, or any other party pertaining to any matter resulting from the contract."

12. Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

13. Procurement of Recovered Materials Exceeding \$10,000.00.

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) 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 requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

14. Contract Work Hours and, Safety Standards Act, as Amended for contracts over \$100,000.00

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"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 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 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 therefor 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 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 (write in the name of the Federal agency or the loan or grant recipient) 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.

15. Rights to Inventions made under Contract or Agreement (NOT REQUIRED).

16. FEMA Executive Order 12250; Coordination of Civil Rights Statutes.

EVALUATION PROCEDURE PROCESS:

1. Qualifications of Respondent

Respondents may be required before the award of any contract to show to the complete satisfaction of County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Respondents 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. Respondents may also be required to give a past history and references in order to satisfy the County in regards to the Respondent's qualifications. The County 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 County all information for this purpose that may be requested. The County reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy the County 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 Respondents 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.

First Step: RFQ's will be reviewed to meet compliance with the request. RFQ'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 County. 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 - 30 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 - 30 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. (Critical - 20points)

Third Step: The County may contact the most qualified Respondents by telephone to schedule an interview.

SCOPE OF WORK FOR POSSIBLE FUTURE PROJECTS:

(All Projects will be determined as to the type of Services per Event and must contain a Dollar Cap per Project). No Pricing is required for this Request for Qualification, a Request for Proposal or Invitation for Bid (IFB) will be issued following an Event that requires Contract Services as determined by the County.

Lee County Mississippi is seeking Professional Services proposals for Prequalification of Debris Monitoring Firms. Qualifications are 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 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 Service however if the County or State authorizes the ROE it will become part of the Service. The County seeks proposals for said services County-wide. The County will evaluate the Qualifications on what is in the best interest of the County and the nature of future events. The County will seek to identify qualified respondents to oversee either County 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 "Debris Monitor Guide" (FEMA-327/October 2010).

A Scope of Work (SOW) is provided for respondents to review in detail, the SOW is detailed as to the terms of request and respondents should acknowledge each line

item. Should a respondent take exception to any line items in the SOW it should be clearly stated within the response.

Scope of Work

Respondents must provide a technical overview for debris removal as to how they would respond to different types of events including: Tornados, Floods, Straight Line Winds, Ice Storms, Hurricanes, Fires, and Man Made. A Historic Preservation overview is also required in the overview.

The scope of services as described below shall be considered minimum standards to meet in submitting bids and/or providing services in the event the Respondent is awarded debris monitoring service. 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:

FEMA Public Assistance Program and Policy Guide FP-004-009-02 January 2016

The County will designate a Debris Task Force Manager (DTFM) that will act as the Point of Contact for each event. The DTFM POC may consist of a County Employee, a Professional Contractor, or the County Engineer according to the type and size of any activation.

The respondent will work with the County 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, 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 County 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 County or Removal Contractor to the County 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. Hand written Load tickets will either be provided by the County or by the Removal Contractor. 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.

Respondents will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the County 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 County 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. Engineering level positions are not typically required for this service.

Respondent will be responsible for documenting any damage to County or private property caused by the removal contractor. Respondent should also document any County infrastructure damage caused by the event.

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

Respondent must certify that the company or any of its principles are not bared from performing any 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 following a Federal Declarations. Respondents 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 County 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 County and or the Removal Contractor(s).
9. Compile, reconcile and document daily in an electronic spreadsheet format all

eligible debris hauled by the County 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 County 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 coordination with the County, PDD, 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 County 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 Persona 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 subcontractors actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the County.

The County 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 (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 County 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

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 Responder

☐ 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

Respondents Qualified to Transact Business

I certify that I/We are in compliance with Miss. Code Annotated § 79-4-15-01 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 "A"

Current Historical Registry Listings Lee County MS

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	City or town	Description
1	<u>Baldwyn Historic District</u> ^[6]	Upload image	July 20, 2011 (#11000471)	Roughly along E. & W. Main Sts. & N. & S. 2nd Ave. 34°30'33"N 88°38'01"W34.509167°N 88.633611°W	<u>Baldwyn</u>	
2	<u>Brices Cross Roads National Battlefield Site</u>		October 15, 1966 (#66000067)	6 miles west of Baldwyn on Mississippi Highway 370 34°30'24"N 88°43'44"W34.506667°N 88.728889°W	<u>Baldwyn</u>	
3	<u>Barlow Burrow House</u>	Upload image	March 1, 1984 (#84002251)	157 N. 2nd St. 34°22'45"N 88°40'53"W34.379167°N 88.681389°W	<u>Saltillo</u>	
4	<u>Carnation Milk Factory</u>		August 20, 2009 (#09000624)	520 Carnation St. 34°15'14"N 88°42'34"W34.253889°N 88.709444°W	<u>Tupelo</u>	
5	<u>R.C. Clark House</u>	Upload image	November 5, 2010 (#10000883)	215 N. Church St. 34°15'31"N 88°42'31"W34.258611°N 88.708611°W	<u>Tupelo</u>	
6	<u>Downtown Tupelo Historic District</u>		June 2, 2014 (#14000276)	Roughly bounded by Jefferson, Madison. N. Front, & Kansas City Southern RR. 34°15'27"N 88°42'25"W34.257456°N 88.707005°W	<u>Tupelo</u>	
7	<u>First Methodist Church</u>		March 15, 1990 (#90000348)	412 W. Main St. 34°15'28"N 88°42'27"W34.257778°N 88.7075°W	<u>Tupelo</u>	
8	<u>R.F. Goodlett House</u>	Upload image	April 3, 1992 (#92000162)	219 Broadway 34°15'31"N 88°42'20"W34.258611°N 88.705556°W	<u>Tupelo</u>	

(2)	Name on the Register ⁽⁴⁾	Image	Date listed ⁽⁵⁾	Location	City or town	Description
9	<u>Highland Circle Historic District</u>	Upload image	March 20, 2006 (#06000196)	Highland Circle neighborhood, including parts of N. Madison St., Highland Circle, Oak Grove Rd., and W. Jackson St. 34°16'01"N 88°42'43"W34.266944°N 88.711944°W	<u>Tupelo</u>	
10	<u>Lee County Courthouse</u>		April 3, 1992 (#92000161)	Court St. between Spring and Broadway 34°15'31"N 88°42'17"W34.258611°N 88.704722°W	<u>Tupelo</u>	
11	<u>Mill Village Historic District</u>	Upload image	April 3, 1992 (#92000159)	Roughly bounded by the Illinois Central and St. Louis – San Francisco railroad tracks and Chestnut and Green Sts. 34°15'08"N 88°42'19"W34.252222°N 88.705278°W	<u>Tupelo</u>	
12	<u>Mutt-Thomason Site</u>	Upload image	August 31, 1978 (#78001611)	Address Restricted	<u>Tupelo</u>	
13	<u>North Broadway Historic District</u>	Upload image	October 31, 1985 (#85003438)	300 block of N. Broadway St. 34°15'37"N 88°42'20"W34.260278°N 88.705556°W	<u>Tupelo</u>	
14	<u>North Church Primary School</u>	Upload image	April 3, 1992 (#92000164)	Southwestern corner of the junction of Church and Jackson Sts. 34°15'48"N 88°42'33"W34.263333°N 88.709167°W	<u>Tupelo</u>	
15	<u>Old Superintendent's House, Tupelo Fish Hatchery</u>	Upload image	July 14, 1992 (#92000837)	111 Elizabeth St. 34°14'55"N 88°42'07"W34.248611°N 88.701944°W	<u>Tupelo</u>	
16	<u>Peoples Bank and</u>	Upload image	August	211 Main St.	<u>Tupelo</u>	

ID	Name on the Register ^[4]	Image	Date listed ^[5]	Location	City or town	Description
	<u>Trust Company</u>		24, 1978 (#78001610)	 <u>34°15'26"N</u> <u>88°42'17"W</u> 34.257222°N <u>88.704722°W</u>		
17	<u>South Church Street Historic District</u>	Upload image	April 3, 1992 (#92000160)	602-713 S. Church St.  <u>34°15'05"N</u> <u>88°42'30"W</u> 34.251389°N <u>88.708333°W</u>	<u>Tupelo</u>	
18	<u>Spain House</u>	Upload image	March 21, 2011 (#11000109)	553 W. Main St.  <u>34°15'26"N</u> <u>88°42'37"W</u> 34.257222°N <u>88.710278°W</u>	<u>Tupelo</u>	
19	<u>F.L. Spight House</u>	Upload image	April 3, 1992 (#92000163)	363 N. Broadway  <u>34°15'41"N</u> <u>88°42'20"W</u> 34.261389°N <u>88.705556°W</u>	<u>Tupelo</u>	
20	<u>Stewart-Anderson House</u>	Upload image	June 24, 1994 (#94000644)	433 N. Church St.  <u>34°15'45"N</u> <u>88°42'34"W</u> 34.2625°N <u>88.709444°W</u>	<u>Tupelo</u>	
21	<u>Tombigbee State Park</u>	Upload image	March 25, 1999 (#99000382)	<u>Mississippi Highway 2 off U.S. Highway 78, southeast of</u> <u>Tupelo</u>  <u>34°13'51"N</u> <u>88°37'24"W</u> 34.230833°N <u>88.623333°W</u>	<u>Tupelo</u>	
22	<u>Tupelo Homesteads</u>		February 7, 1997 (#97000035)	County Roads 657 and 665 and County Drive 647, south of its junction with the Natchez Trace Parkway  <u>34°19'34"N</u> <u>88°42'27"W</u> 34.326111°N <u>88.7075°W</u>	<u>Tupelo</u>	
23	<u>Tupelo National Battlefield</u>		October 15, 1966 (#66000068)	<u>On Mississippi Highway 6 about 1 mile west of its junction with U.S. Route 45</u>  <u>34°15'19"N</u> <u>88°44'14"W</u> 34.255278°N <u>88.737222°W</u>	<u>Tupelo</u>	

ATTACHMENT B: CONFLICTS OF INTEREST

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

_____	_____
_____	_____
_____	_____

2. Are any Members of the Governing Body or Project Staff also Lee County employees?

Check one, only: _____YES _____NO

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

_____	_____
_____	_____

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

Check one, only: _____ YES _____ NO

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

_____	_____
_____	_____

6. List all other current contracts with Lee County (include \$ amount/start/end dates):

_____	_____
_____	_____

7. Contractor's Signature:

_____	_____
Signature	Date

ATTACHMENT C

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