

REQUEST FOR PROPOSAL

Debris Removal Assistance for the City of Hattiesburg Mississippi for **DR-TBD**

To: Debris Removal Companies interested in Debris Removal for the City of Hattiesburg Mississippi.

From: Lamar Rutland, City Engineer

Date: **January 23, 2017**

Subject: Request for Proposal (RFP) for Debris Removal 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

SUMMARY OF THE RFP

Hattiesburg Mississippi, (hereinafter "City" or "Hattiesburg") is seeking Firms for Disaster Debris Removal Assistance. This Request for Proposal (RFP) will be open for public bid until **Saturday January 28th, 2017**. The City of Hattiesburg Debris Management Team will open the bids for review by the City Council and will score the Respondent for consideration. The City Council has determined that City Personnel/Equipment and Mutual Aid Agreements are not sufficient to perform the duties required for this Declaration.

Hattiesburg will utilize the Mississippi Personal Services Contract Review Board (PSCRB) Rules and Regulations as a guideline for this RFP. The PSCRB is established and maintained by the Mississippi State Personal Board (MSPB) for guidelines for State Agencies; Local Governments may adopt these guidelines for their stringent and qualifying Attributes and Compliances. The MSPB is not required to approve this request, however responding firms should make themselves aware of these guidelines for legalities associated with this type agreement and possible contract.

Pricing is sought for the removal of disaster related debris, of every kind and nature from public rights of way (and/or private property if approved by FEMA and MEMA), 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, MEMA, or FEMA authorizes ROE it will become part of this project.

The City will seek services City-wide. Respondent are cautioned to review this Request as the Federal Office of Management and Budget (OMB) 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. Respondent should be aware of all Historical Preservation Laws; Hattiesburg possesses several sites/districts listed on the Historical Register (SEE ATTACHMENT A).

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

The objective of this RFP is to identify and contract for debris removal services. Respondent shall appoint a single Point of Contact (SPOC) that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), FEMA, and the FHWA as required. The RFP responses should be clear on how the Respondent will assist Hattiesburg for Debris Removal. This declaration is a result of an **EF-3 Tornado occurring on January 21, 2017**.

The City 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 Removal. Other information required by the City may be included elsewhere in the request.

All 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 Removal will also be required.

A City 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 Respondent 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 Removal Services. The plan must maintain a full understanding of the requested services and compliance with public policy. Consideration will be given to the entirety and specific requirements of the request. (25 points)

B. Respondent ability to perform the Debris Removal Services as reflected by general experience, specific experience and integrity in providing the services, and the qualifications and abilities of Personnel to be assigned to perform such services. (Very Important – 25 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 – 15 points)

D. A record of past performance of similar work. (Critical – 15 points)

E. Pricing (Very Important-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 removal 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 standard FEMA/FHWA practices.
5. Be able to perform the Services in a timely manner and on short notice, recognizing that in the event of issuance 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 from the Declaration date is desirable and the City prefers not to exceed 90 days for completion of the project.**
6. Provide SAM (System for Award Management) Number if available however not required.

Respondent additional information:

1. Name of respondent, location of respondent's principal place of business, and the place of performance of possible contracts.
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 projects under which services similar in scope, services, or discipline were performed or undertaken, including at least three awarded during the past six (6) years.
5. List three (3) 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 this 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, 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 AND BONDING REQUIREMENTS

Bonding Requirements: Projects over \$150,000.00 will require a 5% Bid Guarantee as required by the City.

A Performance/Payment Bond for 100% of this Project is required and must be delivered within 24 hours if contracted.

A. Performance Bond: Respondent agrees to provide the City with performance bond payable to, in favor of, or for the protection of the City for the work to be performed in the amount of the Project. **Respondent must provide with the response a letter from the Carrier stating their ability to cover this event.**

B. Payment Bond: Respondent agrees to provide the City with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in the amount of the Project. **Respondent must provide with the response a letter from the Carrier stating to cover this event.**

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. Actual amount of Bonding will be determined by the dollar cap.

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.

The release of this Request for Proposal does not form an acceptance of any offer, nor does such release in any way obligate the City to execute a contract with any other party. Hattiesburg 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 any contract with any party will be decided by the City.

Response Acceptance

The original and four (4) copies of the response and all attachments (five 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: the

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 January 28, 2017*. **No electronic or facsimile copies of the RFP will be accepted.**

Timely submission of the RFP is the responsibility of the respondent. Responses 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 response 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 an 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 the RFP, the respondent certifies that he/she is not currently debarred from participating in any Federal or State Grant Programs.

Procurement Regulations and Guidelines

Respondent are required to review the Mississippi Personal Services Contract Review Board (PSCRB) Rules and Regulation that will be utilized for contracts <http://www.mspb.ms.gov/personal-service-contract-review-board/pscrb-rules-regulations.aspx>. Respondent must accept these guidelines to establish a quick and clear understanding of the City guidelines.

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 thus utilized by the City of Hattiesburg:

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 is 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 is conditioned upon the appropriation of funds by the City of Hattiesburg and **not** contingent on receipt of FEMA funds.

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 Respondent 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 6-204 (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 agree during the term of 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- AN ACT TO CREATE THE MISSISSIPPI EMPLOYMENT PROTECTION ACT; TO PROVIDE PROCEDURES FOR NEWLY HIRED EMPLOYEES AND THEIR EMPLOYERS; TO ENACT DEFINITIONS; TO REQUIRE EMPLOYEE VERIFICATION; TO PROVIDE EMPLOYER LIABILITY; TO SET UP EMPLOYER-EMPLOYEE PROGRAMS; TO MAKE PROVISIONS FOR THIRD-PARTY EMPLOYERS; TO DEFER TO FEDERAL LAW IN STATE LAW; TO ENACT EXEMPTIONS; TO DESIGNATE ENFORCEMENT DUTIES UNDER THE ACT; TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ACT; AND FOR RELATED PURPOSES). and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the City, to provide a copy of each such verification to the City. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Respondent to the following:

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

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

8. Transparency (PSCRB 7-1-16)

Contracts, including any accompanying exhibits, attachments, and appendices, are subject to the "Mississippi Public Records Act of 1983," codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-153

(<http://www.lexisnexis.com/hottopics/mscode/>) of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, future contracts may be required to be posted to the MS Department of Finance and Administration's (DFA) independent agency contract website for public access. Prior to posting a contract to the website, any information identified by the Respondent as to 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 Hattiesburg City Council. If any 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 local/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 the 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 future agreements and or 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 any 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 (or is in process) to do business and in good standing in the State of Mississippi; (c) that entry into and performance under any 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 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 or Contractor under contract 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 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: *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. Record retention shall be maintained and all documentation per activation for three (3) years following any and all declaration closeouts. However, if any audit, litigation or other action arising out of or related in any way to this contract 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 shall give written notice of the termination to the Respondent specifying the part of the 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 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 (for future contracts)

(1) *Default.* If Respondent refuses or fails to perform any of the provisions of this agreement with such diligence as will ensure its completion within the time specified in a contract or any extension thereof, or otherwise fails to timely satisfy contract provisions, or commits any other substantial breach, the City may notify 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 City, such officer may terminate Respondent's right to proceed with a contract or such part of the 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 City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. Respondent shall continue performance of a 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 any contract and subject to any directions from the City, 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 City 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 City 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 the Respondent to meet the contract requirements. Upon request of Respondent, the City 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 a 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 the 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 the 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 this 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 the 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 immediately, 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. Equal Employment Act 41 CFR 60-1.4.

2. Davis Bacon Act (over \$2,000.00).

3. Clean Air Act and the Federal Water Pollution Control Act

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.

4. Retention 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.

5. Energy Efficiency, mandatory standards related to Energy Efficiency.

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).

6. 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."

7. 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. See Attachment C.

8. Contract Work Hours and, Safety Standards Act, as Amended.

**9. FEMA Executive Order 12250; Coordination of Civil Rights Statues.
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 integrity, compliance with public policy, facilities, ability, 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 both the Personal Service Contract Review Board Rules and Regulations as well as the Federal Office of Management and Budget Super Circular. Respondent will 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 Proposer 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.

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: RFP'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 - 25 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 - 25 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 - 15 points)
4. A record of past performance of similar work. (Critical – 15 points)
5. Pricing (Very Important-20 points).

Third Step: The City will contact the most qualified Respondent by telephone to schedule either a telephone interview or an onsite interview.

REQUIRED CLAUSES

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 this contract.

Conflicts of Interest

The Respondent

☐ is ☐ is not

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

Representation Regarding Contingency Fees

The Respondent

☐ has ☐ has not

retained any person or agency on a percentage, commission, or other contingent arrangement to secure this 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 or intent to certify. _____ 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

SCOPE OF WORK FOR PROJECT:

It is the Intent of this Project to remove Debris from the curb side and take directly to an approved Class 1 Rubbish Site. Tipping Fees are the responsibility of the Contractor. City property consist of Streets, Street right of Way, City Facilities including Mass Transit, Lagoon, Cemeteries, Recreation, Water Plant, Public Works, vacant lots, etc. Respondent(s) may be responsible for but not limited to the following:

1. Remove **Vegetative Debris** from road side as directed by the Debris Management Task Force (DMTF) Manager as established by the City. Vegetative Debris will be transported to a TDSR (Temporary Debris Reduction site) location for reduction as listed in this document. Tipping Fees will be the responsibility of the successful Respondent and should be included in the Exhibit B Fee Schedule. (It will be the Respondent(s) responsibility to Grind Vegetative Debris and remove Chips from the Temporary Site to a Final Disposal Site or recycle site). It should be noted that the City intends to sell the chips as a recycling effort if possible and will notify the successful Respondent(s) on its intent. The following location should accept Chips:

TDRS Locations:

**A City owned 40 Acre site located at the intersection on Faulkner Road and Gulfport Street.
N31.310761 W89273444**

**Recycle Site for Chips if activated:
Georgia Pacific Monticello, MS
Guy Wilkinson 601-320-0881**

**International Paper Bogalusa, LA
Will Thomas 985-750-0212**

**Ashley Farms
Raleigh, MS
Mike Ashley 601-927-2068**

2. Remove **Construction and Demolition Debris** from road/street side as directed by the DMTF Manager. Construction Debris may consist of but is not limited to Metal and Wood Framing, Sheetrock, Insulation, Furniture, Mattresses, Flooring, Clothing, Roofing, Radios, etc. Construction Debris will be the responsibility of the successful Respondent for Final Disposal. All Construction and Demolition Debris will be transported to the Final Sites as listed in this document. These Landfills are the closest locations, however if the Respondent(s) have existing agreements in place for final disposal it should be noted in the response. All Tipping Fees associated with the final disposal site will be the responsibility of the successful Respondent(s) and should be included in the Cubic Yard (CY) Pricing.

**98 Waste LLC
Class 1 Rubbish Site
989 East Highway 98
Hattiesburg, MS 39401
31.244528 89.233389
MDEQ Permit # R1-114
601-543-3057**

**Pine Belt Regional Solid Waste Management Authority
Highway 29
Runnelstown , MS
31.405639 -89.093806
MDEQ Permit # R1-094
601-545-6676**

3. Demolish and Removal of **Damaged Structures** on either public or private property (if required) as directed by the DMTF Manager. This item will include the Demolition, removal, and haul of such structures to a Final Disposal Site.
4. Public Right of Way **Removal of Structures** that have been demolished by others and pushed to road side may be part of this bid. Respondent should be prepared to pick up and remove this type of debris and include any separations that may be required.
5. Removal of **White Goods** from Roadside as directed by the DMTF Manager. White Goods typically consist of appliances including refrigerators, freezers, air conditioners, heat pumps, ovens, stoves, washing machines, clothes dryers, and water heaters. Respondent will pick up and transport White Goods to a Temporary Site on a per Unit Price. The Respondent(s) will then prepare any White Good unit for transport to a MS Department of Environmental (MDEQ) approved Final Disposal Site. Preparation will include the removal of any gasses or substance considered to be environmentally unsafe. Respondent should also consider any Recycling efforts from this point.
6. Removal of **Household Hazardous Waste** Debris as directed by the DMTF

Manager. Household Hazardous Waste may consist of but is not limited to any intangible, corrosive, reactivate, or toxic unit. Typical items include paint cans, petroleum containers, lawn mowers, butane bottles, stains, varnishes, solvents, pesticides, etc. Respondent will pick up and transport Hazardous Waste to a MS Department of Environmental (MDEQ) approved Final Disposal Site. Certified Hazardous Waste Technicians should handle, capture, recycle, reuse, and dispose of hazardous waste. Respondent must comply with Federal, State, and Local environmental requirements. It should be noted that MDEQ may designate free pick up days throughout a declaration period.

7. Removal of **Electronic Waste** as directed by the DMTF Manager. Electronic Waste may consist of but is not limited to any televisions, computers/peripherals, audio/stereo equipment, VCR's/DVD players, video cameras, telephones, fax/copy machines, video games/consoles. Respondent will collect and dispose of eligible e-waste in a way complying with all applicable Federal, State, and Local Laws.
8. Removal of **Soil, Mud, and Sand** are typical of a major flooding event, pricing should be included and reflected on Exhibit B.
9. Removal of **Stumps**. Stumps less than 24 inches shall be treated as regular Vegetative Debris and measured by the Cubic Yard. Stumps 24 inches and greater may be eligible if considered hazardous. Stumps will be removed per unit if it meets the following guidelines:
 - a. It has 50% or more of the root ball exposed (less than 50% of the root-ball exposed shall be flush cut).
 - b. It is greater than 24 inches in diameter, as measured 24 inches above the ground.
 - c. It is on improved public property, park, or a public right-of way.
 - d. It poses an immediate threat to life, and public health and safety.
If a Stump must be removed prior to the DMTF Manager and or FEMA approval, the Respondent(s) must submit the following information:
 - e. Photographs and GPS coordinates that establish the location on public property.
 - f. Specifics of the threat.
 - g. Diameter of the Stump 24 inches from ground level.
 - h. Quality of material needed to fill the resultant cavity.
Stumps may be approved for removal, transport, disposal, and fill of Stumps Greater than 24 inches in diameter if:
 - i. The City, State, or FEMA agree the Stump is hazardous.
 - j. Pre approval by the DMTF Manager and or FEMA.
 - k. A Hazardous Stump worksheet is completed and submitted. (FEMA worksheet DAP9523.11) will be provided to successful Respondent(s).
10. Removal of **Vehicles and Vessels** may be required. Every effort by the DMTF Manager, City Officials, and Insurance Inspectors will be made to identify the owner of any unit for recovery. If ownership is not determined and the unit creates a threat then the Respondent(s) will be directed to remove the unit. Pricing should be reflected in Exhibit B per unit (UNIT).

11. Removal of Hangers and Leaners. These items must be;

- a. Located on improved public property.
- b. Overhanging and threatening a public use area.
- c. Possible threat to traffic.

Hangers and Leaners are reflected by sizes as reflected on Exhibit B.

(It is preferred that the Respondent utilize mechanical equipment as much as possible to reasonably load and compact debris into trucks and or trailers).

Services

1. As to debris removal, all Final Disposal shall be the responsibility of the Respondent. If Contract is awarded and Task Order issued and Notice to Proceed activated, the City will only pay for debris removal and no separate amount will be included for disposal. Disposal is the sole responsibility of Respondent. It is the responsibility of the Respondent to see that the debris is removed and disposed of in accordance with all laws and regulations of state and federal agencies. It is the responsibility of Respondent to contract with, compensate disposal sites (tipping fees), and prove to the City of Hattiesburg that payments have been made.

Proposed Possible Final Disposal Sites (but not limited to) include:

**98 Waste LLC
Class 1 Rubbish Site
989 East Highway 98
Hattiesburg, MS 39401
31.244528 89.233389
MDEQ Permit # R1-114
601-543-3057**

**Pine Belt Regional Solid Waste Management Authority
Highway 29
Runnelstown , MS
31.405639 -89.093806
MDEQ Permit # R1-094
601-545-6676**

Temporary Debris Site Reduction (TDSR) will not be utilized for this event.

**A City owned 40 Acre site located at the intersection on Faulkner Road and Gulfport Street.
31.310566 -89.274645**

Contact information for the Hattiesburg Solid Waste Department:
Larry Barns
Director of Public Works

601-545-4648 office
601-674-1596 cell
lbarnes@hattiesburgms.com

2. Request for services shall be through issuance of a Work Order and Notice to Proceed by the City. It shall be within the sole discretion of City to designate the services and pay items to be utilized.

**CITY OF HATTIESBURG
EXHIBIT "B"**

FEE SCHEDULE for DR-XXXX

THIS IS NOT AN EXCLUSIVE CONTRACT. COST PLUS FIXED FEE OR COST PLUS PERCENTAGE WILL BE REJECTED AND NOT CONSIDERED!!!!

1. No tipping fee or disposal cost may be back charged to the City. All tipping fees/disposal costs shall be paid by Contractor and shall be the responsibility of Contractor. Contractor shall not utilize County-owned TDRS or Landfill Sites for disposal without prior approval from the City reflected on its minutes.
2. All pay items/fees are for validated loads picked up at designated work zones.
3. It is Contractor's responsibility to have, secure, manage, maintain, permit and remediate TDRS sites, as needed. No additional pay item or fees shall be paid therefore. TDRS sites must be remediated at no cost to City. All areas, public and private must be left in a clean condition. In the event a TDRS is used, management of TDRS's processing, grinding, chipping and other reduction means are **NOT SEPARATE PAY ITEMS** and are the responsibility of the Contractor.

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item	Description of Service	Cost	Unit
1.	Eligible Vegetative debris removal from public property, public rights of way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled to TDS or Final Site.	_____	CY
2.	Eligible Construction Debris removal from public property, public rights of way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled directly to final disposal	_____	CY

	site.		
3.	Eligible Vegetative debris reduction, removal and disposal from TDRS and hauling to Final Disposal site . Validated loads hauled and finally disposed.	_____	CY
4.	Demolish Damaged Structures (public and private). Remove, haul and dispose of all debris from damaged structures from public property or private property (Right of Entry Program)**Price to include demolition**	_____	CY
5.	Remove, load, haul, recycle and disposal of eligible White Goods . Includes compliance with EPA and State requirements for making white goods disposable. Validated loads picked up at designated work zones, hauled, recycled and finally disposed.	_____	Unit
6.	Pick up, haul and disposal of eligible Household Hazardous Material in accordance with all applicable federal and state rules, regulations and laws.	_____	Unit
7.	Electronic Waste dispose of eligible e-waste in a way complying with all applicable Federal, State, and Local Laws.	_____ _____	Unit
8.	Hazardous Stumps - Extraction, Haul and Disposal. Contractor shall measure each stump 2 feet above normal ground level to determine the diameter of the trunk. 24 to <48 inches 48 inches or greater	_____ _____	/Stump /Stump
9.	Fill Soil as directed by the County;		

	place compatible fill soil in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose a significant threat to public health and safety.	_____	CY
10.	Removal of Soil, Mud, and Sand from Streets and Sidewalks.	_____	CY
	Storm and Sanitary Sewers	_____	CY
	Water Treatment Facilities	_____	CY
	Drainage Canals and Basins	_____	CY
11.	Eligible Leaners and Hangers on Public and/ or Private Property:	_____	Each
11a.	Removal of hazardous hanging limbs 2" to 5.99"	_____	Each
11b	Removal of hazardous hanging limbs 6" to 12".	_____	Each
11c.	Removal of hazardous hanging limbs 12" and greater.	_____	Each
11d	Removal of hazardous standing trees 6"-11.99" in diameter.	_____	Each
11e.	Removal of hazardous standing trees 12"-23.99" in diameter.	_____	Each
11f.	Removal of hazardous standing trees 24"-35.99" in diameter.	_____	Each
11g.	Removal of hazardous standing trees 36"-47.99" in diameter.	_____	Each
11h	Removal of hazardous standing trees 48" in diameter and greater.	_____	Each
12.	Vehicle and Marine Debris Removal		
12a.	Boat Removal	_____	Unit

12b	Vehicle Removal	_____	Unit
13.	Grinding of Eligible Vegetative Debris	_____	CY
14.	Reduction by Uncontrolled Open Air Incineration	----- _____	CY
15.	Reduction by Controlled Open Air Incineration	_____	CY
16.	Reduction by Air Curtain Pit Incineration	_____	CY
17.	Reduction by Portable Air Curtain Incinerators	_____	CY

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Supply all necessary Towers at TDRS and Final Disposal Sites.
- E. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.

- G. Reporting and Documentation- The Contractor shall provide and submit to the City all reports and documents as may be necessary to adequately document its performance of this Contract.

Company Name

Signature of Company Representative

Printed Name

ATTACHMENT C: 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 County 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 County employee:

_____	_____
_____	_____

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

_____	_____
_____	_____

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