

REQUEST FOR PROPOSALS

FOR

GEORGE COUNTY, MISSISSIPPI

RFP #DDR-2020-001

DISASTER DEBRIS REMOVAL AND DISPOSAL



Proposals Due on December 4, 2020, no later than 10:00 A.M.

GEORGE COUNTY, MS

REQUEST FOR PROPOSALS

FOR

RFP #DDR-2020-001

DISASTER DEBRIS REMOVAL AND DISPOSAL

PURPOSE:

GEORGE County (County) is soliciting sealed proposals for **Disaster Debris Removal and Disposal** services in response to the impact of Natural Disasters, Hurricane Zeta.

Notice is hereby given that GEORGE County will receive bids in the office the Chancery Clerk, 355 Cox Street, Lucedale, MS 39452 until 10:00 A.M. on the December 4, 2020.

The Purpose of this RFP and subsequent contracting activity is to secure the services of qualified, experienced contractor(s) who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris.

DEFINITIONS

County – GEORGE County, Mississippi

Contractor(s)– The successful Proposer(s), with whom a contract is entered by the County

Debris Management Team – The team staffed by the County, Debris Management Consultant, and the Contractor

Debris Management Consultant or Consultant – If applicable, a Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals and includes the Debris Monitor

Debris Monitor – The firm, including representation thereof, retained by the County to monitor and document debris removal and disposal activities of Contractor in compliance with FEMA Requirements

Debris – Scattered items and materials either broken, destroyed, or displaced by the Storm (Example: vegetative material such as trees and limbs, construction and demolition material, personal property.)

DMS – Debris Management Site

FEMA – Federal Emergency Management Agency

Proposer or Respondent – Person or entity which submits a Proposal in response to this Request for Proposal

RFP – This Request for Proposal

Services – Debris Removal and Disposal Services

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in the Scope of Work, have the option to submit proposals in a sealed envelope or electronically.

Mailed proposals shall contain **1 original, 4 copies** of the offeror's Proposal. Proposals must be delivered to PLACE in a sealed package, clearly marked on the outside, **RFP# DDR-2020-001 DISASTER DEBRIS REMOVAL AND DISPOSAL** and addressed to:

GEORGE COUNTY, MISSISSIPPI

Attn: Chancery Clerk

355 Cox Street

Lucedale, MS 39452

For electronic proposals, documents can be downloaded from Central Bidding's website . Electronic submittals shall contain the exact materials as referenced for mailed proposals and shall be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Offers by telephone, fax or other electronic media will not be accepted, and any such proposals shall be rejected as non-responsive regardless of when received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the offeror to ensure that his or her Proposal reaches the County. The time and date for receipt of Proposals will be scrupulously observed. Late deliveries or mail delays will be rejected as non-responsive regardless for the reason for delay.

QUESTIONS REGARDING THIS RFP:

All questions or concerns regarding this Request for Proposals must be submitted in writing to the County. The County may issue an addendum to the Request for Proposals for distribution to all known prospective proposers.

Please submit all proposal questions by email to:

Connie Shockley

bos@georgecountymiss.gov

No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under a formal addenda, issued as part of this Request.

TERMS AND CONDITIONS:

1. The COUNTY reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the COUNTY, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the COUNTY. The COUNTY has the right, to cancel a solicitation at any time prior to approval of the award by the COUNTY.
2. The COUNTY reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
3. The COUNTY reserves the right to perform any portion of the work with their forces.
4. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the COUNTY the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.
5. Contractors have the option of submitting their Proposals sealed in an envelope or electronically.

If a sealed envelope proposal is submitted by mail, the address of the Chancery Clerk is 355 Cox Street, Lucedale, MS 39452. Proposals shall be sealed, and proposers should indicate on the packaging of their proposal the following:

A. RFP #DDR-2020-001 DISASTER DEBRIS REMOVAL AND DISPOSAL

B. Due Date – December 4, 2020

C. Name and Address of Proposer

For electronic proposals, documents can be downloaded from Central Bidding. Electronic submittals shall contain the exact materials as referenced for mailed proposals and shall be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

6. Costs of preparation of a response to this request for proposals are solely those of the proposers. The COUNTY assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the COUNTY bear no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

7. Insurance

- A. The Contractor shall procure, pay for, and maintain at minimum the following insurance coverages with the stated limits or greater. Said insurance shall be evidenced by delivery to the Owner, of (i) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the Owner, and listing all carriers issuing said policies; and (ii) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of the Contract and any additional extensions. In addition, the Owner reserves the right to request physical evidence of the coverage by requesting the policy declaration page, and/or confirmation from the agent and/or company verifying the coverage

is and/or has been continually in effect.

B. The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

- 1) Commercial General Liability - in the amount of two million dollars (\$2,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence.

The general aggregate limit shall either apply separately to the resulting contractor or shall be at least twice the required occurrence limit.

- 2) Comprehensive Automobile Vehicle Liability - covering any automotive equipment to be used in performance of the Services, with a minimum limit in the amount of one Million dollars (\$1,000,000.00) per occurrence combined single limit / any Automobile. Also, physical damage insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.

- 3) Comprehensive Automobile Vehicle Liability - covering any automotive equipment to be used in performance of the Services, with a minimum limit in the amount of one Million dollars (\$1,000,000.00) per occurrence combined single limit / any Automobile. Also, physical damage insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.

8. Payment and Performance Bond

Successful Proposer shall furnish within 48 hours after written notice, a Payment Bond and Performance Bond in an amount equal to 100% of the total amount or estimated amount of the contract as determined by COUNTY and Proposer.

9. The contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The COUNTY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the COUNTY, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.
10. It is the intent of the COUNTY to enter into a 1-year contract, for a period ending December 31, 2021, with the option to extend one (1) additional one-year, if the COUNTY should determine extended services would be needed.

SPECIAL CONDITIONS

1. Debris Disposal:

- A. The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable federal, state and local laws, standards and regulations. Final disposal locations will be at a state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. The Owner will furnish the temporary disposal and reduction site, the contractor shall comply with all local, state, and federal laws and regulations while operating and managing the site. Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract.
- B. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract.
- C. Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.
- D. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

2. Contractor's Equipment:

- A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured, and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

- B. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- C. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris to and from the Temporary Debris Management Site (DMS) sites to the permanent disposal sites. The listing shall include the following information.
 - a. Truck and/or trailer license number.
 - b. Year make and color of each truck and/or trailer.
 - c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor
- D. Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.
- E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under the Contract.

3. Property Damage:

- A. The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.
- B. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- C. No tracked equipment shall be allowed on public streets without the written permission of the Owner.

4. Monitoring:

The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews

arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

5. Inspection Towers:

As directed by the Owner, the Contractor shall provide an inspection tower at each disposal site or (DMS). The contractor shall provide an inspection tower at each Debris Management Site (DMS) and disposal site, as described below or approved equivalent. The tower shall be of sound construction. Each tower shall include a roof and be a sufficient size for a minimum of three (3) inspectors and a sufficient height for the inspection of all incoming and exiting loads. The inspection tower shall be protected from impact by trucks or other vehicles. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the Owner/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances. If the inspection tower does not allow for full view of the entire waste hauling vehicle, load ratings will be based on the portion of the vehicle visible from the tower.

6. Hours of Work:

Contractor recognizes that the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise authorized by the Owner's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk, unless approved in writing in advance by the Owner. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a "pre-load" ticket may be written for a full load only.

7. Time is of the Essence:

Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of the Contract. Contractor agrees to work diligently to complete the Contract at the earliest possible date. However, in no event shall the time period for Completion of the Contract exceed 90 days from Notice to Proceed for complete performance in every respect under the Contract, unless Owner initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.

Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and execute the Owner's Contract for Services pursuant to this RFP no later than forty-eight (48) hours following notification by Owner that proposal has been accepted. Contractor shall commence performance of services within twenty-four (24) hours of any Notice to Proceed.

8. Subcontractors:

All information required of submitting Contractor, is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal

laws or regulations. Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors. The Owner reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by the Contract as determined by the Owner and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion. Contractor shall promptly replace such subcontractor, subject to the Owner's approval of the new subcontractor.

9. Access and Audits:

Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following FEMA's final closeout of this project. The Contractor shall be responsible for verifying FEMA final closeout dates, for purposes of this requirement. The Owner and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of the Contract. This information shall be made accessible at Contractor's local place of business in the Owner's jurisdiction, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the jurisdiction, it shall be Contractor's responsibility to ensure that all required records are provided to the Owner at Contractor's expense.

10. Progress Reports:

Contractor shall provide daily progress reports to the Monitor within 24 hours. Such reports shall contain, at a minimum; total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor.

11. Hazardous Tree and Limb Removal:

Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the portion on or above public property shall be removed under this Contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a paper or electronic load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

12. Stump Removal:

The Contractor shall remove, haul, and dispose all hazardous stumps, as identified by the Owner or Monitor, on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

13. Roadway Clearance:

As requested by the Owner, Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour “push” phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

14. Debris Work Sites:

The Contractor shall provide for and maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. **Due to the COVID19 outbreak the CONTRACTOR shall furnish all his/her employees with all necessary PPE to protect them and the citizens of GEORGE County.**

All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

15. Payments:

To receive payment under the Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the completed tickets, as verified and approved by the Monitor at the DMS or disposal sites. Contractor must submit invoices regularly and for no more than 30-day periods.

Contractor’s payment will only be made once all supporting documentation has been reviewed and approved by the contract PA administrator and FEMA agency representatives, and only upon receipt of funding being received by the county.

EXHIBIT A

Scope of Services

The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the Owner during the response to an exigent situation, as well as to restore the public areas to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of the Contract in the shortest time possible. Contractor shall provide a safe working environment for its employees.

The work to be performed under the Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. Contractor shall use mechanical equipment to load and reasonably compact debris into the trucks and trailers used to haul the debris away. The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Direction by the Owner in this proposal shall also mean direction by the Owner's representative or Monitor. Each pay item under this Scope of Services shall be hauled separately. Debris removal from private property may be authorized by Owner at the same rates as Right-of-Way (ROW) and public property debris removal.

Payment Items:

1. Removal and Hauling Vegetative Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or disposal site, at the Owner's direction. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. Payment under this pay item shall be based on a per cubic yard quantity.

2. Site Management and Reduction of Vegetative Debris by Grinding:

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3. Loading and Hauling of Vegetative Debris Reduced by Grinding:

Contractor shall load and haul all reduced (by grinding) vegetative debris for recycling or disposal at a final disposal site approved by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

4. Disposal of Vegetative Debris Reduced by Grinding:

Contractor shall dispose all reduced (by grinding) vegetative debris at a final disposal site approved by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The tipping and disposal fees will be a direct pass through to the Owner. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

5. Site Management and Reduction of Vegetative Debris by Burning:

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

6. Loading and Hauling of Vegetative Debris Reduced by Burning:

Contractor shall load and haul all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove, and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

7. Disposal of Vegetative Debris Reduced by Burning:

Contractor shall dispose all reduced (by burning) vegetative debris at a final disposal site approved by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The tipping and disposal fees will be a direct pass through to Owner. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

8. Removal and Hauling of C&D Debris:

As identified by the Applicant or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all construction and demolition (C&D) debris from public property and ROW as approved by the Applicant. Contractor shall deliver C&D debris to a, transfer station, or landfill approved by the Owner and state environmental agency for C&D debris only.

Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

9. Disposal of C&D Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the disposal of all construction and demolition (C&D) debris removed from the ROW or Public Property for disposal at a landfill approved by the state environmental agency for C&D debris only. Disposal shall comply with all federal, state, and local laws and regulations. The tipping and disposal fees will be a direct pass through to the Owner. Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

10. Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter (measured at the point of break) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

11. Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 4.5 feet above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Bid Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items.

If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The ground surface shall be permanently restored to original grade and slope. The cost of root ball removal, all fill material, and fill placement shall be incidental to the hazardous tree removal cost and will not be eligible for separate payment.

12. Removal of Hazardous Stumps:

The Contractor shall extract, transport, and dispose all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. If stumps 2 feet in diameter or larger measured 2 feet above the ground (which require extraction as part of the removal), payment shall include extraction, transport, disposal, and filling the root-ball hole. Payment shall be on a per-stump basis.

Stump removals smaller than 2 feet in diameter, or for stumps of any size that do not require extraction nor specialized equipment, payment shall be based on volume at the same per cubic yard rates as for other vegetative debris.

When specialized equipment is required for loading and hauling of stumps 2 feet in diameter or greater with no extraction required, payment will be on a per stump basis utilizing the unit price of vegetative debris and the cubic yard quantity shall be derived from the stump conversion table in the Public Assistance Program and Policy Guide, FEMA, FP 104-009-2, January 2016, Appendix E – Stump Conversion Table.

The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment

13. Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The tipping and disposal fees will be a direct pass through to the Owner. Payment under this item will be per ton.

14. White Goods:

The Contractor shall removal, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees will be a direct pass through to the Owner. Anticipated revenues from the recycling of white goods shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

15. Electronics Waste:

The Contractor shall removal, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees will be a direct pass through to the Owner. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs.).

16. Concrete:

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be a direct pass through to the Owner. Anticipated revenues from the recycling of concrete shall be reflected in the unit price bid on this pay item. Payment under this item will be per ton.

17. Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C/D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be a direct pass through to the Owner. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs.).

18. Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be a direct pass through to the Owner. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

19. Abandoned Tires:

The Contractor shall remove and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. Tires shall be clean and pulled off of rims before delivery. All tipping and disposal fees shall be a direct pass through to the Owner. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

20. Drainageway Debris:

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainageways and streams, which are determined at the sole discretion of the Monitor and the Owner to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

EXHIBIT B**CONTRACTOR'S PRICE PROPOSAL**

Date _____

Proposal of _____ (hereinafter called

“Contractor”), authorized to do business under the laws of the State of (), proposes to George County, (hereinafter called “Owner”).

Ladies and Gentlemen:

The Contractor, in compliance with your invitation for proposals for:

DISASTER DEBRIS REMOVAL

Having examined the specifications with related documents and the sites of the proposed work and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced bids will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under the Contract on or before a date to be specified in a written “Notice to Proceed” of the Owner and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be fully completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this fully completed price proposal will be rejected.

Contractor acknowledges receipt of the following addenda:

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities listed below are based on a hypothetical disaster which could strike the Owner. These quantities do not reflect the actual quantities of debris that will be moved as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given below will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract.

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
1.0	REMOVAL AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS TO A DISPOSAL SITE OR DMS , including limbs and trees placed on ROW under other pay items.	150,000 CY	_____ _____ _____	\$____.	\$_____.
2.0	SITE MANAGEMENT AND GRINDING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR , including grinding of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others.	50,000 CY	_____ _____ _____	\$____.	\$_____.
3.0	LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL , including eligible debris which has been reduced by the Contractor, Owner, or others.	12,500 CY	_____ _____ _____	\$____.	\$_____.
4.0	DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING AT AN APPROVED LANDFILL , including eligible debris which has been reduced by the Contractor, Owner, or others,	12,500 CY	_____ _____ _____	\$____.	\$_____.

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
5.0	SITE MANAGEMENT AND BURNING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR, including burning of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others.	100,000 CY	_____ _____ _____	\$_____.	\$_____.
6.0	LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO AN APPROVED LANDFILL, including eligible debris which has been reduced by the Contractor, Owner, or others.	10,000 CY	_____ _____ _____	\$_____.	\$_____.
7.0	DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING AT AN APPROVED LANDFILL, including eligible debris which has been reduced by the Contractor, Owner, or others,	10,000 CY	_____ _____ _____	\$_____.	\$_____.
8.0	REMOVAL AND HAULING OF ELIGIBLE C&D DEBRIS TO AN APPROVED LANDFILL OR TRANSFER STATION.	2,000 CY	_____ _____ _____	\$_____.	\$_____.

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
9.0	DISPOSAL OF C&D DEBRIS AT AN APPROVED LANDFILL including eligible debris which has been removed by the Contractor, Owner, or others	2,000 CY	_____ _____ _____	\$_____.	\$_____.
10.0	REMOVAL OF HAZARDOUS LIMBS and placement to be loaded and hauled under other pay items.	500 TREES	_____ _____ _____	\$_____.	\$_____.
11.1	REMOVAL OF HAZARDOUS TREES OVER 6 AND UP TO 12 INCHES and placement to be loaded and hauled under other pay items.	1,000 TREES	_____ _____ _____	\$_____.	\$_____.
11.2	REMOVAL OF HAZARDOUS TREES OVER 12 AND UP TO 24 INCHES and placement to be loaded and hauled under other pay items.	800 TREES	_____ _____ _____	\$_____.	\$_____.
11.3	REMOVAL OF HAZARDOUS TREES OVER 24 AND UP TO 36 INCHES and placement to be loaded and hauled under other pay items	500 TREES	_____ _____ _____	\$_____.	\$_____.

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
11.4	REMOVAL OF HAZARDOUS TREES OVER 36 INCHES and placement to be loaded and hauled under other pay items.	100 TREES	_____ _____ _____	\$_____.	\$_____.
12.1	EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 24 AND UP TO 36 INCHES including backfill of the hole.	500 STUMPS	_____ _____ _____	\$_____.	\$_____.
12.2	EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 36 AND UP TO 48 INCHES including backfill of the hole.	100 STUMPS	_____ _____ _____	\$_____.	\$_____.
12.3	EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 48 INCHES including backfill of the hole.	25 STUMPS	_____ _____ _____	\$_____.	\$_____.
13.0	REMOVAL, HAULING, AND DISPOSAL OF REGULATED ASBESTOS CONTAINING MATERIAL (RACM).	10 TONS	_____ _____ _____	\$_____.	\$_____.

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
14.0	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF WHITE GOODS.	50 EACH	_____ _____ _____	\$____.	\$____.
15.0	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ELECTRONICS WASTE.	1,000 LBS.	_____ _____ _____	\$____.	\$____.
16.0	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF CONCRETE AND MASONRY MATERIALS.	1,000 TONS	_____ _____ _____	\$____.	\$____.
17.0	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES (HHW).	1,000 LBS.	_____ _____ _____	\$____.	\$____.
18.0	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES.	50 EACH	_____ _____ _____	\$____.	\$____.
19.0	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ABANDONED TIRES.	50 EACH	_____ _____ _____	\$____.	\$____.

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
20.0	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF DEBRIS FROM DRAINAGEWAYS AND STREAMS.	1,000 LINEAR FEET	_____ _____ _____	\$____.____	\$____.____
SIGNATURE _____ BY _____ TITLE _____ DATE _____			TOTAL BID \$ _____.		

INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities listed above are based on a hypothetical disaster which could strike the Owner. These quantities do not reflect the actual quantities of debris that will be moved as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given above will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract.

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. Mobile Command Unit- The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts- The Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation- The Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of the Contract, to include all requirements for documentation requested by FEMA or the state emergency management agency for reimbursement of costs.

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business

Name (please print)

Address

Signature

COUNTY, State, Zip Code

E-mail

Office Phone

Fax Number

(Seal - if proposal is by corporation)

EVALUATION & CONTRACT AWARD

EVALUATION:

- A. The Owner reserves the right to conduct a pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Proposer who after evaluation of the criteria stated in Item D is determined to best meets the needs of the Owner. The Owner has the option to:
1. Request that Proposer(s) modify their proposal to more fully meet the needs of the Owner or to furnish additional information as may be reasonably required.
 2. Process the selection of the successful Proposer without further discussion with or notification to the other Proposers.
 3. Waive any irregularity in any proposal, or reject any and all Proposals should it be deemed in the Owner's best interest to do so. The Owner shall be the sole judge of Proposer's qualifications and reserves the right to verify all information submitted by Proposer(s).
- B. In order to initiate action toward making the required determinations, the Owner must have available, from each Proposer who is or may become eligible for an award, certain current information concerning each apparent or prospective eligible Proposer. In many cases it is deemed advisable to conduct investigations of several Proposers concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful Proposer is not eligible to receive an award.
- C. The following criteria will be used by the Owner's staff to evaluate the proposals and make a selection:
- References from past projects of similar size and scope,
 - Qualifications and experience of key staff on similar projects,
 - Knowledge of the Owner and local emergency management needs, and
 - Cost of services offered
 - Use of minority and women owned business
- D. Award will be made to one or more Proposers that the Owner determines can accomplish the requirements set forth in the Request for Proposal packet in a manner most advantageous to the Owner, cost and other factors considered or to reject any and all Proposals.

PROPOSAL EVALUATION CRITERIA

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

CRITERIA		WEIGHTED %
Contractor's Experience / Past Performance (Years of experience; similar size projects; experience in debris removal and disposal)		30
Proposal/ Individual Credentials of Contractor and Team (Key staff members; use of minority and women owned business; experience with FEMA/MEMA programs/coordination)		40
Price		30
Total Score		100%

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

EXHIBIT C

DISASTER RELIEF AND RECOVERY PROVISIONS

FEDERAL FUNDING

The COUNTY has or may apply to the Federal government (either directly or through an intervening agency) for funds which will be used to pay the selected Contractor or reimburse the COUNTY for payments made to Contractor under the Contract, including but not limited to the Federal Emergency Management Agency ("FEMA") under its public assistance program. The selected Contractor shall be familiar with and comply with all laws, rules, regulations and programmatic requirements of the applicable State and Federal agencies providing financial assistance, including but not limited to the Federal Emergency Management Agency ("FEMA") and its public assistance program, in the performance of work under the Contract. Accordingly, in addition to the terms and conditions otherwise contained in the purchase order or contract ("Contract") to which this Exhibit is attached, with respect to any and all goods, services, work, or other matters performed or provided by Contractor or its subcontractors under the Contract, the provisions of this Exhibit entitled "Disaster Relief and Recovery Provisions" attached hereto and incorporated herein by this reference shall apply. In the event of any conflict between the provisions of this Exhibit and the other terms and conditions contained in the Contract, the terms of this Exhibit shall apply. Contractor shall also comply with the terms and conditions of any federally funded subaward and grant agreement entered into between the COUNTY and the State of Mississippi.

INDEMNITY OF FUNDING ENTITIES

Contractor agrees to indemnify and hold harmless the State of Mississippi, the Federal Government and its agencies (including but not limited to the Federal Emergency Management Agency ("FEMA")) and the COUNTY, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.

SUSPENSION AND DEBARMENT (§200.213)

CONTRACTOR(s) with The COUNTY are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

- A. The COUNTY shall take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Bidders shall complete the MBWB Participation Statement, attached as Attachment 9.
- B. Affirmative steps shall include:
 - Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime CONTRACTOR(s), if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (§60-1.4)

During the performance of this contract, the CONTRACTOR(s) agrees as follows:

- A. The CONTRACTOR(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR(s) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR(s), state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONTRACTOR(s) shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR(s) legal duty to furnish information.
- D. The CONTRACTOR(s) shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR(s) commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR(s) shall 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.

- F. The CONTRACTOR(s) shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR(s) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR(s) may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.
- H. The CONTRACTOR(s) shall include the provisions of paragraphs (1) through (8) 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 shall be binding upon each Sub- CONTRACTOR(s) or bidder. The CONTRACTOR(s) shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the CONTRACTOR(s) becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR(s) or bidder as a result of such direction, the CONTRACTOR(s) may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and under 40 U.S.C. 3702 of the Act, each CONTRACTOR(s) shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E-VERIFY PROGRAM

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the COUNTY, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will

require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the COUNTY upon request.

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)

For contracts and sub grants of amounts in excess of \$150,000 the non-Federal CONTRACTOR(s) shall agree to 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). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK"

- A. CONTRACTOR(s). The CONTRACTOR(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The CONTRACTOR(s) or Sub-CONTRACTOR(s) shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the Sub-CONTRACTOR(s) to include these clauses in any lower tier subcontracts. The prime CONTRACTOR(s) shall be responsible for the compliance by any Sub-CONTRACTOR(s) or lower tier Sub-CONTRACTOR(s) with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR(s) and Sub-CONTRACTOR(s) as provided in 29 C.F.R. § 5.12.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

CONTRACTOR(s) shall file the required certification. Each tier certifies to the tier above that it shall 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 non-Federal award. Bidders shall complete the Certification Regarding Lobbying, attached hereto as Attachment 7.

TERMINATION FOR CONVENIENCE

The COUNTY may terminate any awarded contract at any time for any reason by giving at least thirty (30) days' notice in writing to the awarded Bidder. If the contract is terminated by the COUNTY as provided herein, the awarded Bidder shall be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

If the awarded Bidder fails to comply with any of the terms and conditions of the awarded contract, The COUNTY may give notice, in writing, to the awarded Bidder of any or all deficiencies claimed. The notice shall be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, The COUNTY may, with no further notice, declare the awarded contract to be terminated. The awarded Bidder shall thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by The COUNTY by reason of the awarded Bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded Bidder is not relieved of liability to The COUNTY for damages sustained by The COUNTY by virtue of any breach of this Contract by the awarded Bidder and The COUNTY may withhold any payments to the awarded Bidder for the purpose of setoff until such time as the amount of damages due The COUNTY from the awarded Bidder is determined.

EXHIBIT D

REQUIRED FORMS

- PROPOSERS CERTIFICATION
- LIST OF PROPOSED SUBCONTRACTORS
- ANTI-COLLUSION AFFIDAVIT
- ANTI-LOBBYING AFFIDAVIT
- CONFLICT/NON-CONFLICT OF INTEREST/ LITIGATION STATEMENT
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS
- DRUG-FREE WORKPLACE AFFIDAVIT

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the COUNTY adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the COUNTY of GEORGE or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this _____ day of

SIGNATURE

_____, 2020

NAME & TITLE, TYPED OR PRINTED

Signature of Notary

MAILING ADDRESS/ OR IF DIFFERENT
YOUR PRINCIPAL PLACE OF BUSINESS

Notary Public, State of _____
Personally Known

COUNTY, STATE, ZIP CODE

-OR-
Produced Identification _____

(_____) _____
TELEPHONE NUMBER

Type: _____

(_____) _____
FAX NUMBER

DUNS Number: _____

E-MAIL ADDRESS

Company Tax ID # _____
(The COUNTY only requires Company Tax Id numbers. The COUNTY is not requesting individual social security numbers.)

LIST OF PROPOSED SUBCONTRACTORS
DISASTER DEBRIS REMOVAL AND DISPOSAL

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

(Make Additional Copies of this Sheet if Needed)

ANTI-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is the _____ of _____ attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against _____, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

_____ (Signature)

_____ (Printed Name and Title)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

County of _____, MS

My Commission expires _____

ANTI-LOBBYING AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is the _____ of _____;
(Title) (Company Name)
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees, sub-contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congree, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or other award covered by 31 U.S.C. 1352, and
5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, owners' agents, representatives, employees, sub-contractors or parties in interest.

_____(Signature)

_____(Printed Name and Title)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

County of _____, MS

My Commission expires _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- ☐ To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- ☐ The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- ☐ The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation judgments entered and/or against such entities during the past ten (10) years.
- ☐ The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state court, during the past or federal ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

**INSTRUCTIONS FOR CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within _____ Request for Proposal Number _____ dated _____, 20____, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE

DATE