



City of Diamondhead, Mississippi

Request for Proposals (RFP) # **21-101**

for

Disaster Debris Collection and Disposal Services

Publication Dates:

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Responses Due: JUNE 20, 2021 @ 3:00 PM Central

City of Diamondhead, Mississippi

5000 Diamondhead Circle

Diamondhead, MS 39525

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Section 1.0 - General Conditions

1.1 Overview

The City of Diamondhead (City) is a coastal community in southern Mississippi located on the northern edge of Bay St. Louis. Originally founded as an unincorporated community in Hancock County, the City was incorporated in 2012. The City is vulnerable to coastal events and desires to secure services to support recovery efforts on an as-needed basis.

The City invites qualified contractors (Contractor) to respond to this Request for Proposals (RFP) to provide Disaster Debris Removal and Disposal Services. The City desires to enter into an agreement with one or more qualified, responsive firms, price and other factors to be considered, that represents the best overall value to the City.

Services contemplated include:

- Debris Collection
- Debris Disposal
- Debris Site Management
- Private Property Debris Removal
- Waterway Debris Removal

The Contractor will be required to provide on-call support to the City in response to disaster events. Contractor must be knowledgeable of Federal Emergency Management Agency (FEMA) and any other governmental agency's regulations and guidelines pertinent to post-disaster recovery, debris monitoring, and Stafford Act Public Assistance claims.

1.2 Minimum Qualifications

Contractor must meet the minimum requirements outlined below to be considered a responsive vendor:

- Contractor must obtain a license or be currently licensed to do business in the State of Mississippi.
- Demonstrated knowledge and experience with FEMA requirements relating to debris removal.
- Demonstrated minimum five (5) years' experience in debris removal and disposal activities.
- Contractor must be able to provide at least three (3) references for municipal projects of similar scope and services.
- Demonstrated ability to provide debris removal equipment (owned equipment or sub-contractor equipment inventory).
- Contractor must maintain minimum insurance requirements, satisfy bonding requirements, provide financial statements, and demonstrate proof of credit capacity.

1.3 Schedule

While it is the City's intent to strictly adhere to the following schedule, modifications may be required. Adjustments will be communicated in an addendum if necessary. All times listed below are in Central Time (CT).

Task	Date	Time
Public Advertisement	May 20, 2020	12:00 PM
Question Deadline	June 1, 2020	9:00 AM
Proposal Submission Deadline	June 20, 2020	12:00 PM

1.4 Point of Contact

All communication concerning this RFP should be issued in writing, contain the RFP number (RFP # xx-xxx) in the subject line, and be directed solely to the point of contact at the email address below. To ensure Contractors receive all relevant communications pertaining to this RFP, Contractors are encouraged to submit a request for inclusion on the interested parties list.

[Block for POC]

Name:

Title:

Email:

1.5 Term and Renewal

It is the intent of the City to secure a contract for an initial term of three (3) years with mutually agreeable options for two (2), one (1) year renewals. Maximum contract term will be five (5) years (60 months). Extensions, if agreed upon, will incorporate the same terms and conditions of the original contract plus amendments. Contracts with active task orders may be extended beyond the 60-month term to allow for the completion of designated tasks.

1.6 Bond Requirements

Each Proposal must be accompanied by a Proposal Bond in the sum of \$5,000. Proposal Bonds will be returned to all proposers following the execution of contract(s) with awarded Contractors.

Performance and Payment Bonds are required upon issuance of a task order. Bond amounts will be equal to 100% of the total dollar value represented by task orders. Under no circumstances shall the successful Contractor start work until he/she has supplied acceptable Performance and Payment Bonds. If the primary Contractor fails to supply Performance and Payment bonds within 96 hours of delivery of the first task order, the City shall, at its discretion, terminate the primary Contractor and activate the secondary Contractor.

1.7 Financial Capability

The respondent shall furnish a Letter of Commitment from a Bonding Agency or Surety that will guarantee issuance of Performance and Payment Bond. The letter should include a statement confirming the Contractor's bonding limits are equal to or greater than five (5) million dollars

All Contractors shall supply an audited financial statement for each of the past two (2) years. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third party certified statement shall be signed and certified by the third party Certified Public Accountant (CPA).

Contractors must provide a letter from their financial institution establishing their access to financing should it be needed for this project. The City requires Contractors to maintain access to two (2) million dollars in credit.

1.8 Insurance Requirements

Within seven (7) days of contract execution, and annually on the contract anniversary, the Contractor must provide the City with insurance certificates to include coverage for the following:

- Worker's Compensation/Employers' Liability Insurance in at least the limits as required by the Mississippi Workers Compensation Act.
- Comprehensive General Liability Insurance, including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000.00/\$3,000,000.
- Comprehensive Automobile and Truck Liability, covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000.00/\$3,000,000. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

- Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City Clerk, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525. Contractor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
- Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the Contractor.
- The term "City" or "Diamondhead" shall include all Authorities, Boards, Bureaus, Commissions, Councils, Divisions, Departments, and Offices of the City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- The City shall be endorsed to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the City to any such future coverage, or to the City's Self-Insured Retention's of whatever nature.

Contractor hereby waives subrogation rights for loss or damage against the City.

1.9 Shared Services

For the term of the contract, and any mutually agreed extensions pursuant to this RFP, the Contractor permits the City to authorize use of this procurement by other local agencies that may otherwise be adversely affected without access to the services contracted. The City reserves the right to ensure all City needs are satisfied before extending use of the contract to other agencies.

1.10 Irrevocable Offer

Contractor commits that a proposal offered in response to this solicitation guarantees a firm and irrevocable offer for a period of ninety (90) days from date of submission deadline. This period may be extended by the City as necessary to facilitate contract award. Contractors may submit a written request to withdrawal their proposals prior to the submission deadline or after the ninety (90) day irrevocable offer period expires otherwise the proposal shall remain firm until an award is announced.

1.11 Conflict of Interest

Contractor confirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

1.12 Disadvantaged and Small Business Enterprises

The City is committed to fostering the continued development and economic growth of small and disadvantaged business enterprises. To this end, the participation by small and disadvantaged business enterprises in this solicitation as both prime contractors and subcontractors is encouraged. Minority and women's business enterprises are solicited to submit a bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All firms submitting a bid MUST make positive efforts to use small and minority owned business and women business enterprises. See 2 C. F. R. §200.321 *Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.*

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- Affirmative steps MUST 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, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Documentation of compliance with the affirmative steps will be required prior to execution of any contract awarded.

1.13 Provisions for Federally Assisted Projects

FEMA and other Federal agencies provide disaster-related assistance through various financial assistance programs. These programs generally require compliance with one or more applicable laws including laws that govern procurement procedures. Section 5.0 of this RFP includes the required provisions pertaining to this solicitation.

<Remainder if page intentionally left blank>

Section 2.0 – Procurement Process and Proposal Requirements

This section includes general instructions designed to ensure all Contractors understand the procurement process for this RFP and develop proposals in a format acceptable to the City.

2.1 Question Submission

Contractors are encouraged to submit questions or requests for clarification to ensure a full understanding of the proposal requirements and the scope of services requested. Questions must be directed to the point of contact identified in Section 1.4 and in adherence with the schedule outlined in Section 1.3.

2.2 Addenda

If the City finds it necessary to supplement, clarify, or modify any portion of this RFP, a written addendum will be issued to interested parties and incorporated into the bidding docs. Contractors will be required to acknowledge receipt of any addenda on the included addenda acknowledgement form.

2.3 Reserved Rights

The City reserves the right to accept or reject all proposals, with or without cause, when doing so is perceived in the best interest of the City. The City reserves the right to waive technicalities or request additional information or clarification from Contractors. The City reserves the right to accept the proposal which, in its sole judgement, best serves the interest of the City.

This RFP does not constitute a guarantee from the City.

2.4 Contract

It is the intent of the City to award a primary and secondary contract to the Contractor(s) that are deemed responsive and best serve the interest of the City. A sample contract has been included as a supplement to this RFP. Contractors must be willing to accept the terms and conditions contained within. Contractors are not permitted to modify terms or conditions of this contract and any effort to suggest or otherwise do so may be grounds for disqualification.

2.5 Evaluation Criteria

Contractors will be evaluated by a review panel and scored against weighted criterion. Contractors will be evaluated on their past project experience, assigned project personnel, their demonstrated understanding of the project scope of services to include providing an ADMS, references, and the costs associated with their proposed effort. The table below provides factors for each of the scoring criteria:

Criteria	Weight
Firm Qualifications and References	20

Past Project Experience	25
Key Personnel	15
Project Understanding and Approach	25
Cost Proposal	15
TOTAL	100

2.6 Submission Requirements

Contractors are required to follow the submission requirements including proper adherence to proposal quantities, page limitations, and formatting. Deviation from these requirements may cause proposals to be deemed nonresponsive.

- **Quantity** – Contractor must submit via **email** one (1) digital proposal. Proposals must be emailed to the **City**'s POC identified in section 1.4. Emails must be received with a time/date stamp prior to the deadline. **An original copy of the proposal bond must be mailed to the City at the following address. Bid bond must be received by the scheduled bid opening.**
- **Page Limits** – Contractor proposals are limited to no more than ninety (90) pages excluding the required forms. Each sections' page limits are further defined in Section 2.8 Proposal Layout.
- **Text and Page Format** – A page is defined as one (1) 8 ½” by 11” piece of paper with text on one side. All body text must be in a font size no smaller than 10.

2.7 Preparation Costs

All costs associated with the development, production, and delivery of Contractor proposals are solely those of the Contractor. The **City** will not reimburse any Contractor for expenses incurred during this procurement process. The Contractor also agrees that the **City** bears no responsibility for any costs associated with administrative or judicial proceedings resulting from this solicitation process.

2.8 Proposal Layout

Contractors are required to follow the proposal layout defined below to enable ease review and evaluation consistency. Deviation from this format may cause proposals to be deemed nonresponsive.

- **Executive Summary/Letter** – Provide a brief introduction to the Contractor, a summary of their proposal, and the Contractor's primary point of contact and authorized signatory. (2-page limit)
- **Table of Contents** – Provide a table of contents that identifies each section of the proposal and the corresponding page numbers. (2-page limit)
- **Section 1. Firm Qualifications and References** – Provide evidence that the Contractor meets the minimum qualifications identified in Section 1.2 and include a

minimum of three (3) references from clients whom the Contractor has provided similar services in the past five (5) years. Include the name of the client, contact information, contract term and value, services provided, and the amount of debris/debris types collected. (15-page limit)

- **Section 2. Past Project Experience** – Provide a detailed summary of similar projects performed in the past five (5) years. Include the name of the client, the event/FEMA declaration, and a detailed description of the services provided. (20-page limit)
- **Section 3. Key Personnel** – Provide an organization chart and resumes for all key project personnel. This should include at a minimum the Project Manager, Operations Manager(s), Field Supervisors, and key sub-contractor personnel. (20-page limit)
- **Section 4. Project Understanding and Approach** – Provide a comprehensive understanding of the services required and the Contractor's means and methods for providing these services. (30-page limit)
- **Section 5. Cost Proposal** – Complete fee schedule. If additional roles/rates are included Contractor must provide a description of the roles responsibilities. (form provided)
- **Section 6. Required Forms** – Complete and include each of the required forms:

Byrd Anti-Lobbying Amendment Certification
Drug Free Workplace Certification
Equal Employment Opportunity Certification
Non-Collusion Oath
Good Faith Affidavit
Proof of Insurance (Contractor provided)
Proof of Bonding Capacity (Contractor provided)
Proof of Credit Capacity (Contractor provided)
Financial Statements (Contractor provided)

2.9 Assertion of Contractor Confidentiality

Contractors that desire to keep supplied information confidential must assert proprietary, trade secret, intellectual property, or otherwise confidential claims specific to those sections or subsections of their proposal. Contractors must provide statutory citation(s) supporting their claim of confidentiality. Simply identifying the entire proposal as confidential may be grounds for disqualification.

Section 3.0 – Scope of Services

The purpose of this RFP is to engage a Contractor to provide Disaster Debris Collection and Disposal Services on an as-needed basis resulting from all-hazards. The scope of services is not specific to Federally declared disasters and may be utilized to support the City's efforts in response to local or regional events that may not meet Federal funding thresholds.

3.1 General

Contractor shall provide all trained labor, materials, equipment, tools, traffic control, signage, and any other incidental items to accomplish the removal of the event debris as directed by the City. This task of the scope of service shall be commenced within the first twenty-four (+/-) hours after post-event mobilization.

At a minimum, Contractor's team shall consist of the following positions:

Project Manager: primary point-of-contact to the City and overall responsibility for all Contractor services and personnel.

Operations Manager: responsible for field recovery operations.

Field Supervisors and Operations Personnel: primary for collecting and disposing of event debris as directed by the City.

Contractor shall be responsible for scheduling all work for all their personnel daily. Contractor shall collect debris as directed by the City and/or the contracted operations monitoring firm. Any FEMA reimbursements for eligible expenses normally due to City that are denied by FEMA due to documented errors or omissions by the Contractor or for which the Contractor is responsible related to the debris removal process and any related operational or administrative functions will be reimbursed by Contractor to the City at the rate that FEMA would have reimbursed the City had such errors or omissions not occurred.

Contractor shall be required to attend an annual disaster coordination and planning meeting at no cost to the City. This must include training in coordination with the City's debris monitoring firm and include all designated City staff.

3.2 Emergency Road Clearance

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items to accomplish the sizing, cutting, moving, staging, and loading of debris from the primary transportation routes as identified by and directed by the City. This task of the scope of service shall be commenced within the first twenty-four (+/-) hours after post-event mobilization. This task shall be accomplished consistent with basic safety procedures. All traffic control shall be in accordance with the requirements and standards of the Manual on Uniform Traffic Control Devices (MUTCD) and Mississippi Code and may only be performed by qualified personnel.

Disposal of resulting disaster debris shall be done in accordance with further provisions of this contract at a time determined by the City.

The Contractor(s) shall provide time and materials pricing for the above services utilizing the Price Proposal Form provided in Section 4.

3.3 Right-Of-Way (ROW) Debris Management

Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris, including hazardous and industrial waste materials, as directed by the City. Contractor shall also be responsible for coordinating with all utility providers whose facilities may inhibit the safe removal of debris. The Contractor shall also be responsible for the resolution of any claims made by the utility provider.

Debris operations shall be performed so as not to interfere with the disaster response and recovery activities of federal, state, county and local governments or agencies or of any public utilities. The Contractor shall provide the City with a plan for disaster debris collection following a complete assessment of the volume of disaster generated debris.

The City will approve all designated temporary debris management sites and final disposal sites for all types of specific eligible disaster debris for disposal.

The services shall provide for the cost effective and efficient removal and lawful transport and disposal of eligible disaster debris accumulated on all streets, roads, public, residential, and commercial ROWs including any other locally owned facility or site as may be directed by the City. Services will only be performed when requested and as designated by the City. This task may include, but not be limited to, up to thirteen (13) types of disaster debris:

- Vegetative Debris
- Construction & Demolition (C&D) Debris
- Mixed Debris (mixed Vegetation and C&D)
- White Goods (e.g., refrigerators, stoves, and other appliances)
- Electronic Waste (e.g., monitors, laptops, etc.)
- PPDR Debris
- Household Hazardous Waste (HHW)
- Hazardous Waste
- Abandoned Vehicles and Vessels
- Waterway Debris
- Soil, Mud, Silt, and/or Sand
- Concrete
- Animal Carcasses

Task services shall include collecting the debris from the ROW and transporting debris to an approved Debris Management Site (DMS) or directly to final disposal and any other related duty as assigned by the City.

The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal Forms provided in Section 4.

3.4 Hazardous Trees, Stumps, and Limb Removal

Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute and complete the tree, tree stump, and tree limb removal services as directed by the City.

Hazardous Trees – Requires the Contractor to completely remove hazardous trees by flush cutting remnants as nearest as possible to the ground or other boundary marker where appropriate. Debris generated from the removal of hazardous trees will be placed in the ROW and compensated under the vegetative ROW line items in the Cost Proposal. Fallen trees are not eligible for this line item. Fallen trees that are touching, flush with, or resting on the ground are considered typical vegetative debris. Hazardous trees must meet minimum qualifications as identified in the *FEMA PAPPG v4 June 2020*.

Hazardous Hanging Limbs – Requires the Contractor to removal all eligible limbs from a single tree by cutting the branch/limb at the point nearest the break and between the break and the main branch, leader, or trunk section of the tree. Debris generated from the removal of hazardous hanging limbs will be placed in the ROW and compensated under the vegetative ROW line items in the Cost Proposal. Hazardous hanging limbs must meet minimum qualifications as identified in the *FEMA PAPPG v4 June 2020*.

Hazardous Stumps – Requires the Contractor to removal all eligible stumps by completely extracting, loading, and transporting stumps to a DMS or final disposal site. Holes created from the removal of the Stump will require loose, clean backfill. Hauling and backfill are included in the cost for this line item. Hazardous stumps must meet minimum qualifications as identified in the *FEMA PAPPG v4 June 2020*.

The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal Form provided in Section 4.

3.5 Private Property Debris Removal (PPDR)

Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris, including hazardous and industrial waste materials, from private property as directed by the City.

Contractor will exercise due diligence in performing PPDR services and removing debris from private property, as authorized and directed by the City. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warranty that all utilities will be located before debris removal commences, nor

does Contractor warranty that utility damages may not occur as a result of properly conducted services. Contractor will follow all appropriate and required safety precautions and procedures.

City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real property prior to authorizing the Contractor to commence work.

The collection and disposal of PPDR debris shall be compensated under PART B, Items 1-5, and their subparts of the Cost Proposal in Section 4. ROW and PPDR debris shall be collected and hauled separately.

3.6 Demolition of Structures

Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute and complete the demolition of structures as directed by the City.

Contractor shall demolish unsafe structures and remove debris which have been determined by the City to be a threat to the health and safety of the public. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, personal items, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warranty that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.

Debris generated from the demolitions will be loaded directly from the demolition site into transportation containers and hauled to an appropriate DMS or final disposal location. The Contractor will be responsible to ensure demolitions are conducted in accordance with all governing policy to include environmental regulations to include the implementation of engineering controls and materials testing as necessary.

City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from private properties.

The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal Form provided in Section 4.

3.7 Waterway Debris

Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute and complete the removal of debris from waterways as directed by the City.

Waterway debris removal is strictly limited to debris that must be identified and removed from within the water body using non typical means and methods to include floating barges, vessels,

dredging equipment, and lift cranes. Debris that is located within waterways but is otherwise accessible from easements or roadways by road worthy loading equipment will be treated as ROW debris and paid in accordance with the fees associated with such. Waterway debris will be collected and placed at the nearest reasonable location where it can be loaded into a hauling container. Hauling will be compensated under the line items for ROW.

The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal Form provided in Section 4.

3.8 Debris Management Requirements

The Contractor shall make scheduled passes of each area impacted by the disaster event at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the right-of-way by the citizens and the City.

The Contractor and his subcontractors shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition and have metal frames/walls. Side boards/enclosures may not exceed metal framing by more than 24 inches and all trailers must have a rear enclosing gate covering a minimum of 75% of the total trailer height.

All loading equipment shall be operated from the road, street, or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public right-of-way unless otherwise directed by the City. Should operation of equipment be required outside of the public right-of-way, the City will pre-authorize access or provide a Right-of-Entry Agreement.

Contractor shall ensure that every hauling unit can unload itself at debris disposal sites without assistance from others. Vehicles unable to unload without assistance may not be authorized to haul debris.

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secured and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with State transportation guidelines. As required, Contractor shall survey the primary routes used by the Contractor to recover fallen or blown debris from the roadway(s).

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation's Federal Highway Administration's Manual of Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flashing, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

Automated Debris Management System (ADMS) – The City intends to utilize an automated debris management system (ADMS) and requires that the Disaster Debris Removal Contractor will provide vehicle certification placards. Each Contractor hauling unit will require certification prior to use authorization on the project.

3.9 Temporary Debris Management Sites (DMS) and Operations

The Contractor shall provide all management and operational services at City approved DMS location(s). Contractors shall deliver disaster related debris to City's approved DMS location(s), unless otherwise directed by the City. The City may authorize multiple sites to efficiently store and process high volumes of disaster related debris. The City may require Contractor assistance to select, secure, and permit DMS location(s), perform baseline soil and groundwater testing, and prepare sites for use.

The Contractor shall submit a site layout plan and operations plan to the City for review. At a minimum, the plan shall address the following:

- Site management, including a point-of-contact and organizational chart.
- Traffic control procedures and on-site traffic patterns.
- Site safety plan.
- Hazardous and toxic waste materials plan.
- Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as relevant and appropriate.
- Remediation and site restoration plan.

The Contractor shall document by photographs and video recordings, each DMS prior to operations to establish baseline conditions of the site.

Observation Tower(s) - The Contractor shall be responsible for constructing and/or erecting an inspection tower at each DMS for the purposes of inspecting each load of debris entering the site. The tower shall be large enough to accommodate a minimum of four (4) persons. The tower shall be constructed of materials approved by the City and include a roof covering that allows for protection from weather conditions.

The Contractor shall manage and supervise the temporary DMS to accept eligible debris collected under this contract and other contracts or agreements approved by the City. The Contractor shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, portable sanitation facilities, security, and safety measures. The Contractor shall be responsible for the sorting, separating, and stockpiling of eligible debris at the DMS and shall ensure that the eligible debris remains segregated at the facility. The Contractor shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to reduce the volume of eligible debris effectively and efficiently prior to final disposal.

The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal Form provided in Section 4.

Section 4.0 – Cost Proposal

The Cost Proposal contains tasks the City has identified as necessary to fully perform the scope of services required. Rates provided are understood to be fully burdened, to encompass all costs associated with providing the required services including operating costs, overhead, and profit. The Contractor is required to provide rates for all equipment and scheduled services in PART A and B. If there is no charge for a service, the Contractor should place \$0.00 in the applicable Unit Price field. PART B will be scored by the evaluation committee and used to rank competing proposal prices. The City reserves the right to amend the compensation schedule to meet project requirements that may not be evident at the time of this solicitation.

All disposal fees associated with the disposal of debris will be the responsibility of the contractor, to be passed through to the City at cost with no mark-up. The City retains final authority to review and approve of each disposal facility prior to use, to include permits, location, and associated disposal fees.

4.1 - PART A

EQUIPMENT LIST			
Description	Type or Size	Unit	Unit Price
Heavy Equipment (Operator, fuel, maintenance included)			
Skid-Steer Loader (Mini-Loader)	Bobcat 753/Cat 216/JD 313	Hour	\$
Extendaboom Forklift w/ debris grapple	Bobcat V638/CatTL642	Hour	\$
Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416E	Hour	\$
Backhoe, Wheel Loader, 2.0-3.0 CY	Cat 430E	Hour	\$
Backhoe, Extend-a-hoe (1.0 CY, 4WD, extendable)	JD310J/Cat 420E	Hour	\$
Wheel Loaders, 1.0-1.5 CY	Cat 908/JD 304/Case 321	Hour	\$
Wheel Loaders, 2.5-3.0 CY	Cat 930/JD 544/Vol L70	Hour	\$
Wheel Loaders, 3.0-4.5 CY	Cat 950/JD 644	Hour	\$
Wheel Loaders, 4.5-6.0 CY	Cat 966/JD 744/Vol L150	Hour	\$
Wheel Loaders, 6.0-7.0 CY	Cat 980/JD 844/Vol L180	Hour	\$
Tracked Loader (Trackhoe w/ misc. attachments)	Cat 320/JD 690/Kob ED190	Hour	\$
Towed Loader w/ Tractor	Prentice 210	Hour	\$
Knuckleboom Loader Truck (Self-Loading)	25-35 CY Body	Hour	\$
Knuckleboom Loader Truck (Self-Loading)	35-45 CY Body	Hour	\$
Dozer, Tracked	Cat D4	Hour	\$
Dozer, Tracked	Cat D5	Hour	\$
Dozer, Tracked	Cat D6	Hour	\$
Dozer, Tracked	Cat D7	Hour	\$
Dozer, Tracked	Cat D8	Hour	\$
Dozer, Tracked	Cat D10T	Hour	\$
Hydraulic Excavators, 1.5 CY	Cat 320	Hour	\$
Hydraulic Excavators, 2.5 CY	Cat 325	Hour	\$

Hydraulic Excavators, 3.5> CY	Cat 330	Hour	\$
Excavator/Trackhoe, Rubber Tire (w/ debris grapple)	Cat 315C/JD 160C/Vol EC160	Hour	\$
Tractor w/ Box Blade (30-70 Hp)	JD 210L/Case 570M	Hour	\$
Motor Grader (w/ min 12' blade)	Cat 120G	Hour	\$
Off Road Truck (15-20 cy, 24MT)	Cat 725/JD 250D/Vol A25	Hour	\$
30 Ton Crane	Terex RT 335 (30MT), equal	Hour	\$
50 Ton Crane	Terex RT 550 (50MT), equal	Hour	\$
100 Ton Crane (8 hr minimum)	Terex HC110, KobCK1000	Hour	\$
Bucket Truck	Up to 50' reach	Hour	\$
Bucket Truck	40' to 75' reach	Hour	\$
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$
Mechanized Broom	Street Sweeper	Hour	\$
Water Truck	2000 Gallon	Hour	\$
Service/Fuel Truck	Multi	Hour	\$
Diesel Forklift, 5k	5K	Hour	\$
Personnel Forklift, 5k	5K	Hour	\$
Forklift 1	6000 lb	Hour	\$
Forklift 2	8000 lb	Hour	\$
Forklift 3	10,000 lb	Hour	\$
Forklift 4	15,000 lb	Hour	\$
Forklift 5	25,000-35,000 lb	Hour	\$
Extended Boom Forklift	44,000 lb	Hour	\$
Forklift Carpet Poles	N/A	Day	\$
Forklift Loading Ramps	N/A	Day	\$
Pallet Grabber	w/ Chains	Hour	\$
Pallet Jack	N/A	Hour	\$
Electric Pallet Jack	N/A	Hour	\$
Dock Plates	N/A	Day	\$
Straight Mast Forklift	Rough Terrain	Hour	\$
Shooting Boom Forklift, 5k	Rough Terrain, 5k	Hour	\$
Shooting Boom Forklift, 6k	Rough Terrain, 6k	Hour	\$
Shooting Boom Forklift, 8k	Rough Terrain, 8k	Hour	\$
Shooting Boom Forklift, 9k	Rough Terrain, 9k	Hour	\$
Shooting Boom Forklift, 10k	Rough Terrain, 10k	Hour	\$
Forklift Propane Tank	N/A	Day	\$
Portable Loading Dock (w/ ramp and stairs)	20 x 20	Hour	\$
Soil Compactor 81 HP+	Case/Cat/Wacker	Hour	\$
Soil Compactor 80 HP	Case/Cat/Wacker	Hour	\$
Soil Compactor, Towed Unit	Wacker	Hour	\$
Stump Grinder (30" diameter or less)	Vermeer 252	Hour	\$
Stump Grinder (greater than 30" diameter)	Vermeer 752	Hour	\$
Stump Grinder	Vermeer 60TX	Hour	\$

Chipper w/ 2 man crew	Morbark Storm	Hour	\$
Chipper/Mulcher (8" Throat)	Vermeer	Hour	\$
Chipper/Mulcher (12" Throat)	Vermeer	Hour	\$
12-Foot Tub Grinder	Morbark 1200/650 HP	Hour	\$
13-Foot Tub Grinder	Morbark 1300/850 HP	Hour	\$
14-Foot Tub Grinder	Diamond Z 1463/1600 HP	Hour	\$
Air Curtain Pit Burner (Self-contained)	N/A	Hour	\$
Air Curtain Refractory Incinerator	N/A	Hour	\$
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	\$
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$
50T Lowboy Trailer (Equip.Transport w/ Tractor)	50 Ton	Hour	\$
Truck Mounted Winch	Tow Truck	Hour	\$
Log Skidder	Cat 525B/JD 648E/G III	Hour	\$
Waste Collection Rear Loader Truck	N/A	Hour	\$
Vacuum Truck/Jetter	3500 Gallon	Hour	\$
Crash Truck w/Impact Attenuator	N/A	Hour	\$
Power Screen	N/A	Hour	\$
Stacking Conveyor	N/A	Hour	\$
<i>Hauling Vehicles (Operator, fuel, maintenance included)</i>			
Dump Truck	5 to 15 CY	Hour	\$
Dump Truck	16 to 24 CY	Hour	\$
Dump Truck	25 to 34 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$
Walking Floor Trailer w/ Tractor	100 CY	Hour	\$
Tractor w/ 42' Flatbed Trailer (Without Driver)	42' Flatbed (w/o Driver)	Hour	\$
Tractor w/ 42' Flatbed Trailer (With Driver)	42' Flatbed (w/ Driver)	Hour	\$
Flatbed Trailer Straight Truck (Without Driver)	26,000lb GWV	Hour	\$
Flatbed Trailer Straight Truck (With Driver)	26,000lb GWV	Hour	\$
<i>Transportation Vehicles (Operator, fuel, maintenance NOT included; loaned vehicles, insurance included)</i>			
Pickup Truck	1/2 Ton	Day	\$
Pickup Truck	3/4 Ton	Day	\$
Pickup Truck	1 Ton (4x4)	Day	\$
Box Truck	3/4 Ton	Day	\$
Utility Van	3/4 Ton	Day	\$
Passenger Van	9 Passenger	Day	\$
Passenger Car	Full size	Day	\$
Response Trailer	20 Foot	Day	\$
Response Trailer	30 Foot	Day	\$
Flatbed Trailer (40 ft)	GWV to 450	Day	\$

Mobile Fleet Repair	Equipment Config	Day	\$
Personnel/Equipment			
Project Operations Manager	Individual	Hour	\$
Superintendent with Cell/Truck	Individual	Hour	\$
Supervisor with Cell/Truck	Individual	Hour	\$
Foreman with Cell/Truck	Individual	Hour	\$
Inspector with Cell/Vehicle	Individual	Hour	\$
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$
Safety Superintendent	Individual	Hour	\$
Mechanic with Truck and Tools	Individual	Hour	\$
Climber with Gear	Individual	Hour	\$
Labor/Operator with Chainsaw/Tools/Cellphone	Individual	Hour	\$
Laborer with Tools/Cellphone	Individual	Hour	\$
Traffic Control Personnel with Radio	Individual	Hour	\$
Ticket Writers	Individual	Hour	\$
Survey Personnel with Vehicle	Individual	Hour	\$
Project Engineer	Individual	Hour	\$
Equipment Operator	Individual	Hour	\$
Truck Driver with cellphone and radio	Individual	Hour	\$
Security Person (Unarmed) with cellphone and radio	Individual	Hour	\$
Security Person (Armed) with cellphone and radio	Individual	Hour	\$
Administrative Assistant	Individual	Hour	\$
Clerical	Individual	Hour	\$
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Transfer/Tow, handle of Typical Passenger Vehicle	2 Axle/4 Wheel (1Ton)	Each	\$
Transfer/Tow, handle of Recreational Vessel	Up to 24' in length	Each	\$
Transfer/Tow, handle of Recreational Vessel	24.1' to 48' in length	Each	\$
Traffic Control, Temp Single Lane Closure	N/A	Hour	\$
Traffic Control, Temp Road Closure	N/A	Hour	\$
Weighing Scales, Truck, Certified	Portable	Hour	\$
Office Trailer	40 Foot	Day	\$
Storage Container	40 Foot	Day	\$
Portable Eyewash Station	OSHA Spec	Day	\$
First Aid Station	OSHA Spec	Day	\$
Portable Toilet (Port a John)	Single	Week	\$
Observation Tower	USACE Spec	Each	\$
Emergency Road Clearance - Initial 70-hour First Push Phase			
Personnel & Equipment (Operator, fuel, maintenance included)			
Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)		Hour	\$
Knuckleboom Loader Truck (Self-Loading-25-35 CY)		Hour	\$
Wheel Loader 2.5-3.0 cy Cat 930 /JD 544 / Vol L70		Hour	\$

Dump Truck (16 to 24 CY)		Hour	\$
Road Clearance Crew (2 chainsaw operators, 1 Flagger-Tosser, 1 Supervisor)		Hour	\$
Supervisor with Truck (1 man, will assist toss operations)		Hour	\$
Operators with Chainsaw (2 or 1 man crew, cut and toss)		Hour	\$
Laborer with Tools (1 man, toss)		Hour	\$
Traffic Control/Safety Personnel (2 man crew, as needed)		Hour	\$

4.2 - PART B

	DESCRIPTION OF SERVICE <i>(all hauling distances are referenced as the shortest drivable route, traffic not considered)</i>	UNIT	UNIT PRICE
1. VEGETATIVE DEBRIS			
a	Pick up vegetative debris from ROW and haul to DMS. (0 to 10 miles)	CUBIC YARD	\$
b	Pick up vegetative debris from ROW and haul to DMS. (>10 to 20 miles)	CUBIC YARD	\$
c	Pick up vegetative debris from ROW and haul to DMS. (>20 to 30 miles)	CUBIC YARD	\$
d	Pick up vegetative debris from ROW and haul to DMS. (>30 miles)	CUBIC YARD	\$
2. CONSTRUCTION & DEMOLITION DEBRIS (C&D) and MIXED DEBRIS (Non-Asbestos)			
a	Pick up C&D or Mixed debris materials from ROW and haul to DMS. (0 to 10 miles)	CUBIC YARD	\$
b	Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>10 to 20 miles.)	CUBIC YARD	\$
c	Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>20 to 30 miles.)	CUBIC YARD	\$
d	Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>30 miles.)	CUBIC YARD	\$
e	Pick up C&D or Mixed debris materials from ROW and haul to Final Disposal. (0 to 10 miles)	CUBIC YARD	\$
f	Pick up C&D or Mixed debris materials from ROW and haul to Final Disposal. (>10 to 20 miles)	CUBIC YARD	\$
g	Pick up C&D or Mixed debris or Mixed from ROW and haul to Final Disposal. (>20 to 30 miles)	CUBIC YARD	\$
h	Pick up C&D or Mixed debris materials from ROW and haul to Final Disposal. (>30 miles)	CUBIC YARD	\$
3. WHITE GOODS			
a	Remove and transport from ROW to DMS.	PER UNIT	\$
b	Remove and transport from ROW to Recycling Facility or approved disposal facility.	PER UNIT	\$

c	Transport from DMS to Recycling Facility or approved disposal facility.	PER UNIT	\$
d	Freon Removal / Recycling and Management	PER UNIT	\$
4. SPECIAL WASTE			
a	Electronic waste removal from ROW and disposal at City approved site.	PER UNIT	\$
b	Household hazardous waste removal from ROW and disposal at City approved site.	PER POUND	\$
c	Derelict vehicle removal, transfer / tow of typical passenger car.	EACH	\$
d	Derelict vessel removal and transportation to secure storage site. (Vessels under 25 feet)	EACH	\$
e	Derelict vessel removal and transportation to secure storage site. (Vessels 25 feet and greater)	EACH	\$
f	Operation of secure storage site for derelict vehicles/vessels.	PER DAY	\$
g	Vessel and Vehicle Fluids Management - draining / removal of fluids from vessel / vehicle, storage of fluids and transportation to a disposal / recycling facility	PER GALLON	\$
h	Vessel and Vehicle Hazardous Materials Management - removal of hazardous materials from vessel / vehicle, (e.g. batteries), storage of same and transportation to a disposal / recycling facility	PER GALLON	\$
i	Crushing of Vessels for Disposal	PER LINEAR FOOT	\$
j	Waterway Debris Removal - removal of storm debris from marine environments, including drainage channels, canals, streams, and waterfronts	CUBIC YARD	\$
k	Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (0 to 10 miles)	CUBIC YARD	\$
l	Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (>10 to 20 miles)	CUBIC YARD	\$
m	Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (>20 to 30 miles)	CUBIC YARD	\$
n	Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (>30 miles)	CUBIC YARD	\$
o	Soil, Mud, Silt or Sand - Load and haul from location and dispose at City approved site (0 to 10 miles)	CUBIC YARD	\$
p	Soil, Mud, Silt or Sand - Load and haul from location and dispose at City approved site (>10 to 20 miles)	CUBIC YARD	\$
q	Soil, Mud, Silt or Sand - Load and haul from location and dispose at City approved site (>20 to 30 miles)	CUBIC YARD	\$
r	Soil, Mud, Silt or Sand - Load and haul from location and dispose at City approved site (>30 miles)	CUBIC YARD	\$
s	Sand and Soil Screening & Collection: Removal and screening of debris- laden sand from public property, stockpiling debris at DMS, and replacing screened sand at City designated location.	CUBIC YARD	\$
t	Removal and disposal of animal carcasses	PER POUND	\$

5. HAZARDOUS STUMPS and HAZARDOUS TREES

a	Removal of hazardous stump from ROW or public property and transportation to DMS. 24" to 36" diameter.	EACH	\$
b	Removal of hazardous stump from ROW or public property and transportation to DMS. >36" to 48" diameter.	EACH	\$
c	Removal of hazardous stump from ROW or public property and transportation to DMS. >48" diameter.	EACH	\$
d	Removal of hazardous trees (leaning or damaged) from ROW or public property that are 6" to 24" with the trunk measured at DBH.	EACH	\$
e	Removal of hazardous trees (leaning or damaged) from ROW or public property that are >24" to 36" with the trunk measured at DBH.	EACH	\$
f	Removal of hazardous trees (leaning or damaged) from ROW or public property that are >36" to 48" with the trunk measured at DBH.	EACH	\$
g	Removal of hazardous trees (leaning or damaged) from ROW or public property that are >48" with the trunk measured at DBH.	EACH	\$
h	Removal of hazardous hanging limbs from ROW or public property that are >2 inches at point of break.	PER TREE	\$

6. DEMOLITION OF STRUCTURES

Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.

a	0 to 10 miles one-way haul	CUBIC YARD	\$
b	>10 to 20 miles one-way haul	CUBIC YARD	\$
c	>20 to 30 miles one-way haul	CUBIC YARD	\$
d	>30 miles one-way haul	CUBIC YARD	\$

Structure demolition with regulated asbestos containing (RACM) construction and demolition debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, household hazardous waste for ROW collection. Does not include removal of concrete slabs.

d	0 to 10 miles one-way haul	CUBIC YARD	\$
e	>10 to 20 miles one-way haul	CUBIC YARD	\$
f	>20 to 30 miles one-way haul	CUBIC YARD	\$
g	>30 miles one-way haul	CUBIC YARD	\$

7. PROCESSING / REDUCING DEBRIS & DEBRIS SITE MANAGEMENT

a	Grinding / chipping vegetative debris, based on incoming cubic yards.	CUBIC YARD	\$
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b	Burning vegetative debris, based on incoming cubic yards.	CUBIC YARD	\$
c	Processing and/or compacting C&D materials and mixed debris, based on incoming cubic yards.	CUBIC YARD	\$
d	Processing and/or compacting concrete materials and masonry, based on incoming cubic yards.	CUBIC YARD	\$
8. DEBRIS MANAGEMENT SITE MANAGEMENT			
a	Debris Management Site (DMS) Management, includes the cost of site preparation, site management, erosion control, remediation, and site closeout based on incoming cubic yards.	CUBIC YARD	\$
5. FINAL DISPOSAL - <i>Disposal Fees shall be passed through to the City without markup.</i>			
a	Load and Transport processed vegetative debris from DMS to final disposal. (0 to 20 miles)	CUBIC YARD	\$
b	Load and Transport processed vegetative debris from DMS to final disposal. (>20 to 40 miles)	CUBIC YARD	\$
c	Load and Transport processed vegetative debris from DMS to final disposal. (>40 miles)	CUBIC YARD	\$
d	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (0 to 20 miles)	CUBIC YARD	\$
e	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (>20 to 40 miles)	CUBIC YARD	\$
f	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (>40 miles)	CUBIC YARD	\$
8. OTHER DEBRIS SERVICES			
a	Cleaning and clearing of storm drain lines including haul to DMS or Final Disposal. Drain line diameter 0 to 18 inches.	PER LINEAR FOOT	\$
b	Cleaning and clearing of storm drain lines including haul to DMS or Final Disposal. Drain line diameter >18 to 36 inches.	PER LINEAR FOOT	\$
c	Cleaning and clearing of storm drain lines including haul to DMS or Final Disposal. Drain line diameter >36 inches.	PER LINEAR FOOT	\$
d	Cleaning and clearing of catch basins and inlets. Up to 8' x 8'	EACH	\$
e	Cleaning and clearing of catch basins and inlets. >8' x 8'	EACH	\$

Section 5.0 – Required FEMA Provisions

This section includes provisions required for FEMA related projects and is included in the contract documents through incorporation in this RFP.

5.1 Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States." *The Certification is provided as a required signature form.*

5.2 Copeland Anti-Kickback Act

To ensure compliance with the Copeland "Anti-Kickback" Act, the Contractor agrees as follows:

- (1) **Contractor.** The Contractor 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.
- (2) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may, by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- (3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5.3 Contract Work Hours and Safety Standards Act

To ensure compliance with the Contract Work Hours and Safety Standards Act, the Contractor agrees as follows:

- (1) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the City of Columbia or a territory, to such City or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on

account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

5.4 Clean Air Act

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

5.5 Federal Water Pollution Control Act

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

5.6 Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor's, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available

to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.7 Byrd Anti-Lobbying Amendment

- (1) The Contractor certifies to the Owner that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The Certification is provided as a required signature form.*
- (2) Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the Owner.

5.8 Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule.
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items is available at EPA's Comprehensive Procurement Guidelines website.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

5.9 Access to Records

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

5.10 DHS Seal, Logo, and Flags

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

5.11 Compliance with Federal Law, Regulations, and Executive Orders

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

5.12 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5.13 Program Fraud and False or Fraudulent Statements or Related Acts

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

5.14 Rights to Inventions Made Under a Contract or Agreement

As required by Federal program legislation, Contractor agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

<Remainder if page intentionally left blank>

Section 6.0 – Required Forms

This section includes forms that must be completed and submitted with the Contractor's proposal. Each form should be completed accurately and in its entirety. Contractors that require clarification may submit a written request to the POC identified in Section 1.4. Contractors should also include their financial statements and proof of insurance, credit, and bonding capacity in this section.

<Remainder if page intentionally left blank>

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ 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, [Company] _____, 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

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Contractor CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 violation 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 under quote 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 quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any 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, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is 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 this statement, I certify the Contractor complies fully with the above requirements.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The **MUNICIPALITY** requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

NON-COLLUSION OATH

STATE OF _____

COUNTY OF _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared: _____ and made oath that the Contractor herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract.

Affiant Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
20_____, by _____.

Signature of Notary Public

[STAMP HERE]

State of

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

GOOD FAITH AFFIDAVIT

STATE OF _____

COUNTY OF _____

I hereby propose to provide the services requested in the **MUNICIPALITY**'s RFP and, if awarded, enter into a contract with the **MUNICIPALITY**. I agree that the terms and conditions of the **MUNICIPALITY**'s RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP. I acknowledge that the **MUNICIPALITY** may not accept the proposal due to any exceptions.

I certify that all information contained in my 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 company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Contractor or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of the **MUNICIPALITY** or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Affiant Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

20_____, by _____.

Signature of Notary Public

[STAMP HERE]

State of

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

Section 7.0 – Sample Contract

The enclosed sample contract is intended to represent the agreement between the City and the Contractor. Contractors are encouraged to review all terms and conditions to ensure compliance and acceptance. The City does not intend to modify this agreement unless one or more parts conflicts with preceding law.

[Need to find a sample contract to include]

<Remainder if page intentionally left blank>