

INVITATION FOR BIDS

IFB No. 2025-02

RFx: 3160007286

Preapproved List of Vendors for Emergency Disaster Debris Removal Services

**Mississippi Department of Finance and Administration
501 North West Street, Suite 1300
Jackson, Mississippi 39201**

Issue Date:
March 24, 2025

Closing Date:
May 12, 2025, at 5:00 pm

Contact:
Shannon Smith
OSSS@dfa.ms.gov

TABLE OF CONTENTS

Section 1. Solicitation Information.....	4
1.1. Authority	4
1.2. Purpose	4
1.3. No Guarantee of Work, Compliance, and/or Reimbursement	4
1.4. Timeline.....	5
1.5. Questions or Requests for Clarification	5
1.6. General References Throughout the IFB.....	5
1.7. Acknowledgment of Amendments	5
1.8. Attachments to the IFB	6
1.9. Restrictions on Communication with DFA and MEMA Staff.....	6
1.10. Conflict of Interest: Emergency Disaster Debris Removal and Monitoring	6
Section 2. Scope of Services and Requirements	7
2.1. Contract and Notice to Proceed	7
2.2. Resource and Mobilization Timelines Requirements	7
2.3. Training Requirements.....	8
2.4. Location of Emergency Disaster Debris Removal Sites.....	8
2.5. Debris Location Site Preparation and Management.....	9
2.6. Compliance Records Requirements	9
2.7. Socioeconomic Requirements	9
2.8. Scope of Services.....	10
2.9. Responsibility for Damage and Violations	19
2.10. Equipment.....	19
2.11. Reporting Requirements.....	20
2.12. Grant Funding and Reimbursement Requirements.....	21
2.13. Insurance Requirements	22
2.14. Payment and Performance Bonds	23
2.15. Pricing and Payment Procedures	23
2.16. Detailed Scope to be Provided by City/County.....	25
2.17. Geographic Regions	25
2.18. Duration of Services to be Provided	25
2.19. Bid Prices.....	26
2.20. Stop Work Order	26
2.21. Termination.....	26
2.22. Applicable Law	26
2.23. Compliance with Equal Opportunity in Employment Policy.....	26
2.24. E-Verification.....	27
2.25. Removal from PVL.....	27
Section 3. Bid Submission	28
3.1. Bid Submission Format	28
3.2 Bid Submission Requirements	29
3.3. Expenses Incurred in the Procurement Process	30
3.4. Independent Price Determination	30
3.5. Withdrawal of a Bid	30
3.6. Debarment.....	31
3.7. Note to Agencies and Vendors	31

3.8. Minor Informalities and Irregularities.....	31
3.9. Contract Rights.....	31
3.10. Property Rights	31
Section 4. Bid Evaluation and Award	32
4.1 Minimum Qualifications to be Deemed Responsible	32
4.2 Basis for Award	32
4.3. Award Notification	34
ATTACHMENT A: Regional Map	35
ATTACHMENT B: Bid Cover Sheet.....	37
ATTACHMENT C: Bid Form.....	39
ATTACHMENT D: Certifications & Assurances	43
ATTACHMENT E: References.....	45
ATTACHMENT F: Reference Score Sheet.....	48
ATTACHMENT G: Required Federal Procurement Clauses as This Contract is Eligible for Reimbursement from FEMA.....	49

Section 1. Solicitation Information

1.1. Authority

The Mississippi Department of Finance and administration (DFA) “shall develop and implement a process that creates a preferred vendor list for both disaster debris removal and monitoring.” Miss. Code Ann. § 31-7-13(x)(i)

1.2. Purpose

The Mississippi Department of Finance and Administration (DFA), on behalf of the cities and counties of Mississippi, is seeking to establish a Preapproved Vendor List (PVL) for Emergency Debris Removal Services. This list will be available for use by the cities and counties of Mississippi (Contracting Cities/Counties or Cities/Counties). DFA invites bids from qualified vendors who provide debris removal services (Vendors) for placement on the list. After DFA establishes the list, Mississippi’s counties and cities can use the services that have been competitively bid as required by law, avoiding the need for an individual procurement for emergency contracts. Cities/Counties may select and contract with Vendors from the list.

Attachment A divides the State into nine (9) geographic regions for which Vendors may submit bids. Vendors will be recommended for placement on the PVL as described in Section 4 of this IFB. Vendors placed on the PVL must agree to extend services on an as-needed basis to all authorized Cities/Counties within the geographic limits of the region(s) for which it is placed on the PVL under the prices, terms, conditions, and specifications as described in this Invitation for Bids (IFB) for a term of five years. Multiple Vendors may be listed per region, and a single vendor may be listed in multiple regions. Being placed on the PVL does not guarantee that contracts will be issued.

1.3. No Guarantee of Work, Compliance, and/or Reimbursement

DFA DOES NOT guarantee any work or contracts with Cities/Counties for any vendor placed on either the Emergency Disaster Debris Removal Services PVL or the Emergency Disaster Debris Removal Monitoring Services PVL. Cities/Counties ARE NOT REQUIRED to use either the Emergency Disaster Debris Removal and/or Monitoring Services PVLs. This IFB and the resulting PVL are issued solely for the convenience of Cities/Counties in need of these emergency services and in accordance with Mississippi law.

DFA CANNOT guarantee Cities/Counties or vendors) placed on either the Emergency Disaster Debris Removal Services or Emergency Disaster Debris Removal Monitoring Services PVLs that either PVL is in compliance with or meets the procurement requirements of any other state, federal, or other regulatory authority, including but not limited to FEMA and NTSA.

DFA CANNOT guarantee that invoices submitted and/or paid for services provided by a vendor placed on the Emergency Disaster Debris Removal and/or Emergency Disaster Debris Removal Monitoring Services PVLs meet reimbursement requirements of any other regulatory authority, including but not limited to FEMA and NTSA.

Before contracting with any vendor from any DFA PVL, cities/counties should contact their legal representative and confirm with regulatory authorities that the use of the PVL meets procurement, reimbursement, and any other regulatory and contract requirements.

Neither DFA nor the State of Mississippi is liable for any loss and/or damages associated with using the PVLs.

1.4. Timeline

IFB Issue Date:	March 24, 2025
Questions and Requests for Clarification Due:	April 1, 2025, at 5:00 pm CDT
Anticipated Posting of Answers to Questions:	April 25, 2025
Bid Package Submission Deadline:	May 12, 2025, at 5:00 pm CDT
Anticipated Date of the Notice of Intent to Award:	June 20, 2025

DFA reserves the right to post Answers to Questions and to issue the Notice of Intent to Award on dates other than those stated above without amendment to this IFB. No other dates shall be changed unless a written amendment is issued.

1.5. Questions or Requests for Clarification

1.5.1. All questions and requests for clarification must be directed by email to Shannon Smith at OSSS@dfa.ms.gov.

1.5.2. Questions and requests for clarification must be submitted in writing by email on or before April 1, 2025, at 5:00 pm CDT. The Bidder bears all delivery risks and is responsible for promptly submitting questions. DFA may not answer questions received after the above-stated date and time.

1.5.3. DFA will publish all questions, requests for clarification, and answers on the DFA website and the procurement portal.

1.5.4. DFA will not be bound by any verbal or written information not contained within this IFB unless a written amendment to the IFB is issued.

1.6. General References Throughout the IFB

1.6.1. Any reference to "DFA" or "MEMA" throughout this IFB includes both entities to the extent relevant.

1.6.2. Unless expressly indicated otherwise, any reference to the "DFA website" refers to the website found at: <https://www.dfa.ms.gov/invitations-bids>.

1.6.3. Any reference to the "procurement portal" throughout this IFB refers to the website at: https://www.ms.gov/dfa/contract_bid_search/Home/Buy.

1.7. Acknowledgment of Amendments

Should an amendment to the IFB be issued, DFA will post it on the DFA website and the procurement portal in a manner that all Bidders will be able to view. Further, *Bidders shall acknowledge receipt of any amendment* to the solicitation by signing and returning the amendment with the bid package, identifying the amendment number and date in the space provided on the bid

form, or by letter. DFA must receive the acknowledgment by the time and at the place specified as the bid package submission deadline. Bidders are responsible for monitoring the DFA website for amendments to the IFB.

1.8. Attachments to the IFB

The Attachments to this IFB are fully incorporated into the IFB.

1.9. Restrictions on Communication with DFA and MEMA Staff

At no time shall any Bidder or its personnel contact, or attempt to contact, any DFA or MEMA staff regarding this IFB other than the contact person listed on the cover page of this IFB.

1.10. Conflict of Interest: Emergency Disaster Debris Removal and Monitoring

The Mississippi Department of Finance and Administration (DFA) is soliciting bids for Emergency Disaster Debris Removal and Emergency Disaster Debris Monitoring services. To uphold transparency, integrity, and efficiency in disaster response efforts, a single vendor shall not provide both services simultaneously for the same project in the same location. Vendors awarded a contract for Emergency Disaster Debris Removal shall be ineligible to perform Emergency Disaster Debris Monitoring for the same project location and vice versa. Any bid submission in violation of this requirement may be deemed non-responsive and disqualified from consideration. By submitting a bid, vendors acknowledge and agree to comply with this restriction and certify that they do not have, and will not establish, any conflicting contractual obligations that would result in a violation of this clause.

Section 2. Scope of Services and Requirements

2.1. Contract and Notice to Proceed

Any City/County within a region identified in this Invitation for Bids shall be authorized under the terms of this Invitation for Bids to enter into a contract for services in the event of a disaster in the City/County warranting the need for debris removal and/or disposal activities. No City/County in a region shall be required to use the resulting Preapproved Vendor List (PVL) for emergency disaster debris removal services. However, if a City/County within the region desires to utilize the services of a PVL debris removal contractor, the City/County will contract with the selected Contractor directly per the recommended process described herein.

2.1.1. The City/County should contact multiple (two (2) or more) Contractors on the PVL and request a service quote.

2.1.2. The City/County should provide a list or statement of required services and request a "best price" quote from each selected Contractor.

2.1.3. The Contractor shall provide the best price for the requested services at or below the maximum price listed on the PVL.

2.1.4. The City/County should negotiate contract terms and conditions and award a contract to the lowest "best price" Contractor.

2.1.5. If the City/County is unable to reach an agreement with the lowest "best price" Contractor, it should move to the next lowest "best price" Contractor until it enters into a contractual agreement with the lowest "best price" Contractor.

2.1.6. The City/County should consult with legal counsel to ensure that any contracts resulting from this Invitation for Bids comply with all applicable state and federal laws and regulations. Legal review is strongly recommended before contract execution to confirm compliance.

2.1.7. If the resulting contract is terminated for any reason, the City/County may contact the next lowest "best price" Contractor, begin a new PVL selection process, or acquire the services by other means.

2.1.8. Nothing in this IFB prohibits the City/County from entering into a standby agreement with one or more PVL vendors.

2.2. Resource and Mobilization Timelines Requirements

The Contractor must maintain and provide a list of resources, including:

- Equipment (e.g., trucks, loaders, grinders) and specifications for each item.
- Personnel categorized by roles (e.g., supervisors, operators, laborers).
- Subcontractors, if applicable, with details on their roles and capabilities.

2.2.1. When the City/County is ready to begin work, it should forward a written Notice to Proceed to the Contractor.

2.2.2. Upon receipt of the Notice to Proceed, the Contractor shall provide the City/County with the list of resources, required bonds, work plan, proof of training, and all necessary environmental and regulatory permits. To the satisfaction of the City/County, the work plan shall detail a 7- and 14-day projection of activities, including planned temporary and final disposal sites. The Contractor shall update the work plan every week throughout the project period. The City/County may prioritize areas where the Contractor shall perform specified activities.

2.2.3. The Contractor must mobilize and commence operations within 24 hours following the issuance of a Notice to Proceed as soon as weather allows, as directed by the City/County. Mobilization includes deploying all necessary personnel, equipment, and materials to the designated staging area(s). Once notified to proceed, the Contractor shall provide the services set out in this IFB to the extent necessary to meet the needs of the City/County.

2.2.4. The Contractor must be able to provide the minimum services included in this IFB upon activation and must be prepared to place project personnel, including a project manager, in the City/County within 24 hours of receipt of the written Notice to Proceed. The Contractor shall be responsible for coordinating with these designated City/County representatives to ensure compliance with the 24-hour mobilization requirement is met.

2.3. Training Requirements

The Contractor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement, if reimbursement is available, and disaster-specific information. All training shall meet FEMA and FHWA requirements and, where possible or required by FEMA or FHWA rules or regulations, shall involve personnel from either or both agencies. Proof of training shall be provided to the City/County when responding to a Notice to Proceed. The Bidder must demonstrate in the bid documents that it has adequately trained all workers before performing any project work.

2.4. Location of Emergency Disaster Debris Removal Sites

The Contractor shall be required to remove debris from all areas identified by the City/County as included in the Notice to Proceed and other directions from the City/County. This may include the removal of debris from City/County roads, federal aid highways, State roads, City/County-maintained public property, and/or drainage easements. In some instances, this may include removing debris from private property, but only if the disaster triggers the activation of private property debris removal (PPDR) and if authorized explicitly by the City/County. The City/County may limit the scope or type of debris the Contractor shall remove. The Contractor shall not perform any work in an area not explicitly assigned to the Contractor by the City/County.

The Contractor shall make as many passes as necessary through the locations where debris is to be removed and as directed by the City/County. There shall be up to three passes with a minimum of one weekend between each pass; provided, however, the Contractor shall complete each pass over all locations in the City/County before beginning the next pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City/County. The scheduling of passes will be coordinated and approved by the designated City/County representative.

2.5. Debris Location Site Preparation and Management

The Contractor shall be responsible for all vehicular and pedestrian traffic control at all debris removal locations, which shall be accomplished in conformance with the latest edition of the Manual on Uniform Traffic Control Devices. The Contractor shall provide all flag persons, signs, traffic control, and other equipment to necessary personnel working at the site. At least one flag person shall be posted at each approach to the work area. Work performed without proper traffic control shall not be subject to reimbursement by the City/County.

2.5.1. Closure or blocking of public streets and other rights of way shall only be permitted if the Contractor makes prior arrangements with the City/County and coordinates the closures with City/County personnel as directed by the City/County.

2.5.2. Before performing any work at a debris removal location site, the Contractor shall contact 811 and any other utility company to identify utility lines and components.

2.6. Compliance Records Requirements

The Contractor shall retain records demonstrating compliance with, including but not limited to, the following (where applicable) in the version that is in effect at the time of the declared event:

- FEMA Public Assistance Program and Policy Guide Version 4 (June 1, 2020)
- FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
- Title 2 U.S. Code of Federal Regulations, Part 200
- 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
- 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
- 31 U.S.C. § 1352 and 44C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
- Section 6002 Solid Waste Disposal Act
- 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts
- Emergency Relief Manual (Federal-Aid Highways) (May 2013)
- FEMA and Federal Requirements for Access to Records
- Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
- Compliance with Federal Law, Regulations, and Executive Orders for FEMA Financial Assistance

2.7. Socioeconomic Requirements

In addition to the compliance requirements above, the Contractor shall comply with requirements under 2 C.F.R. §200.321. If subcontracts are to be let, the awarded Contractor agrees to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. The affirmative steps must include:

2.7.1. Placing qualified small, minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;

2.7.2. Assuring that small, minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;

2.7.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority businesses, women's business enterprises, and veteran-owned businesses;

2.7.4. Establishing delivery schedules, where the requirement permits, which encourages participation by small, minority businesses, women's business enterprises, and veteran-owned businesses;

2.7.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency, and veteran-focused business development organizations of the Department of Commerce.

2.8. Scope of Services

DFA has worked with the Mississippi Emergency Management Agency (MEMA) to develop the scope of services and requirements in compliance with Mississippi law, Federal Emergency Management Agency (FEMA) guidelines and regulations, Federal Highway Administration (FHWA) guidelines and regulations, and all applicable federal laws and regulations. Throughout this Invitation for Bids, any reference to FEMA shall also mean FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved.

The primary purposes of this bid offering for regional debris removal and disposal services are to contract for:

- (1) the removal of all eligible disaster-generated debris from a City/County's right of way as directed by the City/County and
- (2) the proper disposal of all eligible disaster-generated debris

The Contractor must be able to provide the services set out in this scope of services in full compliance with all FEMA and FHWA guidelines and regulations and federal law and regulations applicable when work is performed to ensure reimbursement if reimbursement is available. **However, compliance with these requirements does not guarantee reimbursement, and the City/County should not assume reimbursement will be granted for any or all expenses. Any conflict with the language included in these requirements shall be construed to comply with FEMA requirements.**

The Contractor will work closely throughout the project with designated City/County personnel and/or the monitoring services Contractor. The City/County and the monitoring services Contractor will provide the Contractor with names, contact information, and program areas of the appropriate City/County and monitoring services Contractor personnel.

As the contract may require simultaneous performance in more than one City/County in the region, the successful Bidder must demonstrate the ability to provide each of these services simultaneously on a regional basis. The scope of services described below shall be considered minimum standards to meet in submitting bids and/or providing services if the Bidder is awarded the regional contract under this bid offering.

2.8.1. Project Management and Work Forces

The Contractor shall provide all management, supervision, labor, materials, and equipment necessary for the efficient and effective removal, disposal, and reduction of all eligible

debris. At a minimum, this shall include a project manager, an adequate number of workers acting under the project manager's direction, and proper and sufficient equipment and materials to accomplish the functions of the contract. All workers, including contract workers, shall report to and work under the supervision of the project manager.

The Bidder must demonstrate in the bid documents the ability to provide adequately trained personnel for this function within 24 hours of receiving a Notice to Proceed. The Contractor may use contract labor for this function and is encouraged to employ local residents and subcontractors in the City/County. However, the Bidder shall document in his or her bid that his or her company can, using company personnel and equipment, remove at least 30% of debris utilizing the Bidder's own equipment and personnel within the 180-day time frame for project completion.

2.8.2. Project Manager

The contractor shall assign a dedicated project manager to each activated jurisdiction within 24 hours of contract activation.. The Contractor shall provide the City/County with adequate contact information regarding this person in its initial response to the Notice to Proceed. The Bidder must demonstrate in the bid documents the ability to assign a project manager to a City/County when responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein. The project manager shall be someone with authority to handle all issues that arise throughout the project period and shall be knowledgeable and experienced in handling issues with emergency disaster debris removal activities and/or FEMA and FHWA-related issues. Additionally, the project manager shall perform, at a minimum, each of the following duties:

2.8.2.1. Meet with designated personnel from the City/County immediately upon receipt of the Notice to Proceed to discuss the scope of services expected

2.8.2.2. Remain within the City/County during all work hours throughout the length of the project

2.8.2.3. Schedule and coordinate daily debris removal activities with designated City/County personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities

2.8.2.4. Oversee and supervise all debris removal and disposal activities throughout the project

2.8.2.5. Regularly communicate with designated City/County and monitoring services contractor personnel to keep the City/County informed of all aspects of the debris removal and disposal activities

2.8.2.6. Provide input to the City/County to improve the efficiency of collection and removal of debris

2.8.2.7. Identify, address, and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but

not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris

2.8.3. Safety Officer

The Contractor shall have a safety officer assigned to a project in any City/County to ensure that work site conditions and equipment are safe and operable and that all workers are safely performing all activities. The safety officer may be the Contractor's project manager. However, he or she shall be able to dedicate the appropriate time to safety issues as deemed necessary by the City/County to ensure safe work conditions and practices in all work areas. The safety officer shall be available in person to designated City/County personnel at any time during the project. The City/County may require the Contractor to appoint a new safety officer if the City/County determines the Contractor is not adequately addressing safety concerns. The City/County may also cease the Contractor's work if it determines that the Contractor has not addressed safety concerns promptly and sufficiently.

2.8.4. Environmental Permits, Fees, and Protections

The City/County is responsible for securing all necessary environmental and regulatory permits prior to the commencement of any debris removal or disposal activities, including burning. The City/County may require assistance in identifying a suitable location for a temporary debris management site (TDMS) and in completing the MDEQ application process. If MDEQ approves the City/County's request for authorization, a letter of temporary authorization will be issued, detailing operating requirements, time limitations, closure requirements, and other applicable guidelines. The MDEQ reserves the right to inspect the temporary site at reasonable times. Additionally, should any responsible party, including local governments, landowners, or contractors, fail to comply with the conditions outlined in the MDEQ's authorization letter or any relevant laws, regulations, or ordinances, MDEQ may impose additional operating conditions or terminate operations. The Contractor is required to implement comprehensive dust control measures and adhere to all environmental safeguards as mandated by local, state, and federal regulations. The City/County will provide the Contractor with copies of all documentation confirming the proper permits and approvals before any activities begin.

2.8.5. Eligible Debris Removal

The Contractor shall be responsible for clearing, separating, and removing all eligible debris from all locations identified by the City/County using the procedures set out in these bid specifications. At a minimum, services shall include::

2.8.5.1. Examining and sorting debris into separate categories

2.8.5.2. Loading the sorted debris onto appropriate hauling equipment and

2.8.5.3. Hauling the eligible, sorted debris to an appropriate, approved reduction and/or disposal site

The Contractor shall only be authorized to clear, separate, and remove eligible debris as directed by the City/County and shall only be paid by the City/County for the removal of eligible debris. The Contractor shall document ineligible debris left at a debris removal location and notify the designated City/County representative immediately of any ineligible debris placed at the right of way for collection.

2.8.5.4. Definition of Eligible Debris

“Eligible debris” is all disaster-related debris located on City/County roads, rights of ways, federal aid highways, State roads, City/County-maintained public property, and/or drainage easements.

2.8.5.5. Eligibility Criteria

For debris to be considered eligible, it must (1) comply with current or future FEMA and FHWA debris eligibility guidelines and regulations, (2) be the legal responsibility of the City/County to remove, and (3) present an immediate health and safety threat to the public or the users of an eligible public facility

2.8.6. Eligible Debris and Definitions

The types of eligible debris that the Contractor may be required to remove include, at a minimum, each of the following:

Category I	Vegetative Debris
Category II	Construction and Demolition Debris
Category III	Household Hazardous Waste
Category IV	White Goods
Category V	Electronic Waste
Category VI	Waterway Debris
Category VII	Soil, Mud, and Sand
Category VIII	Vehicles and Vessels

This IFB sets out special rules and procedures for the removal and/or disposal of certain types of eligible debris. The Contractor shall always comply with these procedures and all FEMA and FHWA guidelines and regulations related to them.

2.8.6.1. Vegetative Debris

Vegetative debris may comprise whole trees, tree stumps, branches, tree trunks, and other leafy material. Most vegetative debris consists of large piles of tree limbs and branches that are piled on the public rights-of-way by the residents. The collection of this type of debris is eligible for reimbursement if it is within public rights-of-way and collected by an eligible applicant.

2.8.6.2. Construction & Demolition (C&D) Debris

Construction & Demolition (C&D) Debris can be defined as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures. Some construction and demolition debris may be hazardous, such as asbestos roofing, floor tile, and lead pipes.

2.8.6.3. Household Hazardous Waste (HHW)

Household Hazardous Waste (HHW) refers to hazardous products and materials used and disposed of by residential consumers rather than commercial or industrial consumers. HHW includes but is not limited to, some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances or that are corrosive or toxic.

2.8.6.4. White Goods

White goods are discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils that must be removed and processed following environmental protocols and procedures before the white goods can be further processed for disposal and recycling.

2.8.6.5. Electronic Waste (E-Waste)

Electronic waste (e-waste) refers to electronics that contain hazardous materials, such as cathode ray tubes. Examples of e-waste include but are not limited to, computer monitors and televisions. Typically, these products contain minerals and chemicals that require specific disposal methods.

2.8.6.6. Waterway Debris

Waterway debris is any solid material, including vegetation and man-made objects, that obstructs or disrupts the normal function of waterways. This debris includes items that accumulate in rivers, streams, or other bodies of water due to hurricanes, floods, or industrial spills.

2.8.6.7. Soil, Mud, and Sand

Soil, mud, and sand are any soft or fine-grade earth sediments.

2.8.6.8. Vehicles and Vessels

Vehicles and vessels are means of transportation, such as cars, trucks, and boats. For the removal of vehicles and vessels to be eligible, the applicant must demonstrate that:

- The vehicle or vessel presents a hazard or immediate threat that blocks ingress/egress in a public-use area;
- The vehicle or vessel is abandoned, e.g. the vehicle or vessel is not on the owner's
- property and ownership is undetermined;
- The applicant followed local ordinances and State law by securing ownership and
- The applicant verified the vehicle or vessel's chain of custody, transport, and disposal.

2.8.6.9. EXCLUSION of Chemical, Biological, Radiological, and Nuclear (CBRN)-Contaminated

Chemical, Biological, Radiological, and Nuclear (CBRN)-Contaminated debris require specialized contractors. This PVL does not include contractors specialized in the removal of this type of debris.

2.8.7. Debris Removal Procedures

The Contractor shall perform all necessary services as the City/County directs. The City/County may limit the services to be performed by the Contractor. The Contractor shall safely accomplish all work per State and City/County standards and guidelines and leave all debris removal work areas clear of debris and as clean as reasonable and practical before the Contractor leaves the area.

The City/County may periodically inspect debris removal locations, verify the quantities of debris collected, and review the Contractor's debris removal activities.

The Contractor shall conduct all work in a manner that will not interfere with the disaster response and recovery activities of federal, State, and local governments or agencies or any public utilities. The Contractor shall only perform services authorized by the City/County. Additionally, the Contractor shall not enter onto private property for debris removal activities conducted on behalf of the City/County and shall not solicit work from private citizens or others while performing services for the City/County.

The Contractor will utilize the following procedures for each debris category and the work set out below.

2.8.7.1. Trees, Limbs, and Stumps

The Contractor shall remove hazardous trees, limbs, and stumps that meet the eligibility criteria outlined in the current FEMA Public Assistance Program and Policy Guide and FHWA Emergency Relief Manual. The Contractor must document how each removed item meets these criteria to ensure compliance with FEMA documentation requirements. Prior approval from FEMA and FHWA may be required.

Eligible, approved uprooted trees with 50 percent or more of the root-ball exposed shall be removed in their entirety, and the resulting stump hole shall be backfilled with approved material. The Contractor shall backfill to ground level with approved soil any holes present due to uprooted trees in the public right of way. If grinding a stump in place is more cost-effective than extraction, FEMA considers it an eligible expense.

Stumps that are partially uprooted on improved public property or rights of way, with a diameter of 2 feet or more measured 2 feet above the ground, must be removed if they pose an immediate threat to life, public health, or safety. Stumps requiring extraction by mechanical means shall be addressed on a case-by-case basis by the City/County and, where applicable, only after FEMA and FHWA approval. Stumps that do not meet FEMA eligibility criteria shall be flush cut to the ground and disposed of accordingly. Stumps shall be hauled separately from other debris and individually measured by the City/County for conversion to cubic yards, following FEMA's Public Assistance Program and Policy Guide, Appendix E: Stump Conversion Table.

Leaning or fallen trees extending onto the public right of way or roadway from private property, and determined by the City/County to pose an immediate threat to

the roadway or public safety, shall be cut at the property line or the edge of the right of way. The Contractor shall remove only that portion of the debris within the public right of way. Standing dead trees are not eligible for removal unless they meet FEMA's hazard criteria.

Hazardous tree limbs two inches or greater in diameter, still hanging in the tree (tree hangers), and posing an immediate threat to a public use area such as a trail, sidewalk, or road, shall be cut down and removed. The Contractor must document the hazardous condition in accordance with current FEMA Policies and Procedures. Only the minimum cut necessary to eliminate the hazard is eligible for FEMA reimbursement; cutting beyond this is ineligible.

The Contractor shall follow FEMA's guidelines on pricing structure for hazardous tree and stump removal, ensuring compliance with FEMA's per-unit pricing and documentation requirements to avoid jeopardizing Public Assistance funding.

2.8.7.2. Construction, Demolition, and Scattered Displaced Debris

The Contractor shall remove construction, demolition, scattered displaced debris, and homeowners' debris placed within the City/County's right-of-way areas. The Contractor should not mix construction and household debris with vegetative debris, appliances, or hazardous and toxic waste. The Contractor shall not collect household garbage.

2.8.7.3. Household Hazardous Waste (HHW)

Material classified as household hazardous waste shall be segregated from all other debris using a method that will allow the remaining non-household hazardous waste debris to be processed separately. The Contractor shall immediately notify designated City/County personnel when it finds household hazardous waste. The Contractor will move all household hazardous waste debris and place it in the designated household hazardous waste containment area at the appropriate disposal site.

2.8.7.4. Vegetative Debris

The Contractor shall collect, manage, and dispose of vegetative debris in compliance with all applicable federal, State, and local laws and regulations. Vegetative debris may be collected and transported to permitted solid waste management facilities authorized to manage such debris. The Contractor may temporarily stage and/or reduce vegetative debris at a temporary, emergency disaster debris management site, if authorized by the MDEQ. Vegetative debris reduction may include chipping, grinding, mulching, or open burning with a forced draft air system. The City/County must obtain authorization from MDEQ for the operation of a temporary debris management site. The city/county and its Contractor must operate the temporary debris management site in accordance the authorization conditions issued by MDEQ.

Vegetative debris may be managed by open burning with a forced-draft air system whenever possible. The City/County shall obtain authorization from MDEQ for the operation of a temporary burn site and have proper access to the burn site prior to beginning debris management activities at any location. Preparation and operation

of the site for burning shall meet all safety standards and recommendations by local and State officials with applicable responsibilities. Ash from the burning of the vegetative debris shall be disposed of at a municipal solid waste landfill. Alternatively, the Contractor may test the ash, as prescribed by the MDEQ and, if test results allow, ash may be land-applied into the soil by tilling. The land application site (e.g. the burn site or other appropriate property) must be of adequate size to support the activity and approved by MDEQ. If regulatory restrictions or other circumstances preclude open burning as the method of vegetative debris reduction, the Contractor may accomplish vegetative debris reduction by chipping, and/or grinding as directed by the City/County.

2.8.7.5. White Goods

The Contractor shall collect and dispose of eligible white goods in compliance with all applicable federal, State, and local laws and regulations.

2.8.7.6. Electronic Waste

The Contractor shall collect and dispose of eligible electronic waste in a manner that complies with all applicable federal, state, and local laws, rules, and regulations. Electronic waste means electronic products placed at the right of way, including but not limited to televisions, computers, computer peripherals (e.g., monitors and keyboards), audio and stereo equipment, VCRs, DVD players, video cameras, telephones, cellular phones and other wireless devices, fax and copy machines, and video game consoles.

2.8.7.7. Waterway Debris Removal

The Contractor shall be responsible for removing debris from canals, rivers, creeks, and streams. Once the debris is retrieved and measured by the cubic yard, disposal and payment for the disposal will depend on the type of debris retrieved.

2.8.7.8. Soil, Mud, and Sand Removal

Where applicable, the Contractor shall be responsible for recovering, loading, and disposing of sand, silt, mud, dirt, and rock deposited on the City/County's right of way or public property.

2.8.7.9. Vehicle and Vessel Removal

The Contractor shall be responsible for recovering, loading, determining ownership, and disposing of vehicles and vessels deposited on the City/County's right of way, waterways, or public property.

2.8.7.10. Biowaste

The Contractor shall be responsible for removing and disposing of waste capable of causing infection to humans, such as animal waste, human blood, and pathological waste. Material classified as biowaste shall be reported immediately to designated City/County personnel. This material shall be segregated from the remaining debris using a method that will allow the remaining non-biowaste debris to be processed separately.

2.8.8. Debris Disposal Sites and Procedures

The disposal of all debris removed from debris location sites shall be the responsibility of the Contractor. The Contractor shall dispose of debris in full compliance with all applicable federal, state, and local laws, rules, regulations, or guidelines governing the proper disposal of each type of debris. The following outlines the Contractor's responsibilities and requirements related to debris disposal sites and procedures.

2.8.8.1. Disposal Site Selection and Approval

The Contractor shall be responsible for securing staging, reducing, and disposal sites for all debris collected, with one site identified as the primary debris management site. The Contractor shall submit to the City/County a listing and location map for all proposed staging, reducing, and disposal sites. All disposal sites, including the primary debris management site, shall be approved in writing by the City/County before any disposal site is used.

2.8.8.2. Permitting and Fees

The City/County shall be responsible for obtaining all necessary and applicable permits for each disposal site and paying all landfill disposal fees for the proper final disposal of collected debris. The Contractor is responsible for returning the primary debris management site to pre-disaster conditions upon project completion.

2.8.8.3. Inspection Towers

The Contractor shall provide inspection towers at all debris management sites and all approved disposal sites. This tower shall be constructed so debris removal monitors can see the empty bed and fully view the debris load (at least 15 feet above the existing ground surface) to establish the loaded volume. The inspection tower shall be constructed to meet all local, State, and federal safety requirements. The Contractor shall remove and dispose of the inspection towers following completion of the debris removal.

2.8.8.4. Portable Restroom Facilities

The Contractor shall provide portable restroom facilities at all approved disposal sites.

2.8.8.5. Household Hazardous Waste Containment

The Contractor shall construct a household hazardous waste containment area consisting of an earthen berm with a non-permeable liner at all disposal sites where such debris will be transported. The Contractor shall cover the containment area with a non-permeable cover at all times.

2.8.8.6. Site Management and Operation

The Contractor shall manage all disposal sites, including the primary debris management site. The daily operation of all disposal sites shall coincide with hauling operations during daylight hours, seven days per week. Management and execution of burning operations will be 24 hours per day, seven days per week, unless directed otherwise by designated City/County personnel or as required by law or regulation.

Other management responsibilities will include, but are not limited to:

- (1) providing all-weather road access for debris trucks,
- (2) providing dust control,
- (3) providing fire prevention treatments to the site,
- (4) providing site security,
- (5) managing the volume of debris in an orderly and safe manner, and
- (6) stockpiling of material.

2.9. Responsibility for Damage and Violations

The Contractor shall exercise due care in performing all activities to minimize damage to trees, shrubs, landscaping, and public or private property. The Contractor shall be responsible for damages clearly attributable to its equipment or workers and shall take all necessary precautions to avoid unnecessary harm. However, the Contractor shall not be held responsible for pre-existing damage or damage caused by the storm itself. The Contractor shall promptly notify the City/County of any damage observed or caused during debris removal activities. The City/County reserves the right to determine the extent of the Contractor's responsibility based on available evidence.

2.9.1. The Contractor shall be responsible for all corrective action required in response to any notices of violation issued by any federal, state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the City/County. All corrective actions shall be completed at the Contractor's expense. Additionally, the Contractor shall be solely responsible for paying any fines or penalties resulting from such violations.

2.10. Equipment

All equipment to be utilized by the Contractor shall comply with all applicable federal, state, and local rules and regulations and shall be inspected and approved by the City/County before use. The Contractor shall provide all labor and materials necessary to fully operate and maintain all utilized equipment. Additionally, all equipment must meet the following minimum standards:

2.10.1. All loading equipment shall be able to operate from the road using buckets and/or booms and grapple devices to remove and load the debris.

2.10.2. All trucks and other equipment shall be equipped with back-up alarms.

2.10.3. Any truck or trailer used to haul debris must be mechanically loaded and capable of rapidly dumping its load without the assistance of other equipment.

2.10.4. "Handloading" of trucks and trailers is prohibited.

2.10.5. Sideboards or other extensions to the bed of trucks shall meet all applicable rules and regulations, cover the front and both sides, and be constructed to withstand severe operating conditions.

2.10.6. Sideboards shall be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides.

2.10.7. All trailers shall have a metal-framed exterior and interior walls made of at least 5/8" plywood (not wafer board).

2.10.8. All equipment used to haul debris shall have a tailgate that effectively contains the debris during transport and permits the truck to be filled to capacity.

2.10.9. Plastic webbing is not acceptable for a tailgate.

2.10.10. All hauling equipment shall be measured and marked for load capacity.

2.10.11. Loading equipment shall be sized properly to fit loading conditions.

2.10.12. All trucks and other heavy equipment utilized by the Contractor shall be equipped with signs attached to both sides of the equipment which contain the following information: (1) company name, (2) truck number, (3) cubic yardage, and (4) inspector's name and date.

2.10.13. Magnetic signs are not permitted.

2.10.14. The Contractor shall allow inspection by the City/County of all trucks, trailers, or containers that will be used for hauling debris before commencing any debris removal activities and shall notify the City/County each time a new truck, trailer, or container is to be used. The Contractor shall measure each truck or trailer to determine the load capacity and shall clearly display the capacity of the truck or trailer at all times. The Contractor shall not allow the capacity of debris loaded on any truck or trailer to exceed 100% of the measured volume.

2.10.15. The City/County may re-measure all equipment at any time.

2.10.16. If the Contractor plans to rent equipment for any debris removal activities, the Contractor shall include the cost of such rental in the unit prices bid.

2.11. Reporting Requirements

The Contractor shall be required to keep complete and accurate records of all activities as set out in this IFB. These records must be available for review by the contracting agency or its designees upon request. The Contractor shall use load tickets for all debris removal and disposal activities and file daily reports as set out herein.

2.11.1. Removal Site Documentation. The Contractor shall document conditions at all debris removal locations before beginning work there. Documentation shall include photographs and/or video of the area. The Contractor shall take all pictures and video footage from a perspective showing a threat to public safety and/or hazard. Additionally, the Contractor shall document with photographs and /or video all items left at the debris removal location when the Contractor leaves the area. Failure to accurately depict the site conditions before debris removal activities may result in the Contractor not receiving reimbursement from the City/County for the subject work.

2.11.2. Load Tickets. The Contractor shall utilize either paper or electronic load tickets to record the cubic yard volume of debris removed from a debris removal location. Any item paid by weight shall indicate the tare and gross weight of the load. Load tickets shall be submitted to the City/County for approval before beginning work on a project. The load ticket shall contain the following information:

- (1) Ticket Number
- (2) Contractor Name
- (3) Sub-Contractor Name
- (4) Date
- (5) Truck or Roll-off Number
- (6) Truck Capacity
- (7) Point of Debris Collection
- (8) Point of Debris Disposal
- (9) Loading Departure Time
- (10) Disposal Site Arrival Time
- (11) Percent of Load
- (12) Actual Debris Volume
- (13) Debris Eligibility
- (14) Debris Classification
- (15) Tare and gross weight, where applicable

2.11.3. Debris Load Ticket Procedures. Designated personnel from the City/County or debris monitoring services contractor shall electronically issue load tickets to the Contractor before the transportation of debris from the removal location. This issuance shall occur after verifying the hauler and equipment, type of debris to be collected, percentage of truck capacity, and the actual cubic yards of eligible debris.

The Contractor shall ensure that all load tickets are submitted as part of the daily report.

2.11.4. Daily Reporting. The Contractor shall submit a daily report to the City/County throughout the project, utilizing the Daily Haul Record form provided by the City/County. Each report shall contain, at a minimum, the following information:

- (1) Contractor's Name and Contract Number
- (2) Daily and cumulative totals of debris hauled to each identified volume reduction site
- (3) Daily and cumulative totals of debris hauled to identified permitted landfills
- (4) Daily and cumulative totals of debris processed at a disposal site
- (5) Type of debris hauled

The Contractor shall reconcile discrepancies between the daily report and corresponding load tickets by the following day after the discrepancy is identified.

2.12. Grant Funding and Reimbursement Requirements

All Bidders shall:

2.12.1. Ensure disaster recovery and restoration processes comply with laws, regulations, and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

2.12.2. Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State, or other Agencies and ensure there are no duplications of submission if varying agencies are involved.

2.12.3. Possess the expertise to assist with FEMA, State (or other agency) guidelines to capture force account labor eligible expenses for timesheets accurately, and project cost accounting and review Participating Entity personnel policies to ensure compliance for eligible cost reimbursement.

2.12.4. Possess the expertise to assist with FEMA, State (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services and provide oversight of Contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

2.12.5. Perform periodic review and reconciliation of actual project spending to capture project costs accurately.

2.12.6. Ensure documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

2.13. Insurance Requirements

All Bidders shall provide adequate documentation to demonstrate their ability to satisfy the insurance requirements. Bid submissions that do not include a valid and current Certificate of Insurance that includes all requirements detailed in **Section 2.13** of this IFB may be deemed non-responsive and rejected without further consideration. The Contractor shall maintain such general and professional liability insurance as will protect the Contractor and any City/County from any claims for workmen's compensation and from claims for damage and/or personal injury, including death, which may arise from operations under the regional contract executed.

2.13.1. The Contractor shall include proof of insurance with the following minimum coverage **with each bid submitted**:

2.13.1.1. *Comprehensive General Liability or Professional General Liability* with \$1,000,000.00 bodily injury and property damage combined occurrence, \$1,000,000.00 bodily injury and property damage combined aggregate, and \$1,000,000.00 personal injury aggregate;

2.13.1.2. *Automobile Liability* with \$1,000,000.00 bodily injury and property damage combined coverage (any automobile, including hired and non-owned vehicles);

2.13.1.3. *Workers' Compensation* as required by the laws of the State of Mississippi;

2.13.1.4. *Employers Liability* with \$100,000.00 each occurrence; and,

2.13.1.5. *Umbrella Liability Insurance* with \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate limits, providing excess coverage over General Liability, Auto Liability, and Employers Liability.

2.13.2. All insurance policies shall list the City/County as an additional insured. Upon request, the Contractor shall provide copies of any insurance documentation to the City/County and/or the Mississippi Department of Finance and Administration.

2.13.3. All insurance shall also cover any financial loss to the City/County due to FEMA and FHWA reimbursement denial as a result of the Contractor's errors and/or negligence.

2.13.4. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

2.13.5. The City/County may reserve the right to request certificates of insurance directly from the Vendor's insurance carrier regarding the required coverage.

2.13.6. Agencies may require greater limits and will negotiate with Vendors regarding the same.

2.14. Payment and Performance Bonds

All Bidders shall provide adequate documentation to demonstrate the ability to satisfy the following requirements related to bonding and payment of liquidated damages. The Contractor shall be required to execute a performance bond equal to 100% of the estimated cost of a project conducted on behalf of any City/County upon receipt of a Notice to Proceed. The Contractor shall also be required to execute a payment bond equal to 100% of the estimated cost of a project conducted on behalf of any City/County upon receipt of a Notice to Proceed. All Bidders shall include in their bid proof of ability to secure such payment and performance bonds as evidenced by a letter of credit from a bank in the State of Mississippi holding deposits for the Bidder's company or a statement from a surety company satisfactory to demonstrate the Bidder's ability to secure such bonds in the event required due to activation by one or more of the counties included in the regional contract executed with the successful Bidder.

2.14.1. Additionally, the Contractor shall be required to post a contractual performance bond of \$1,000,000 at the time of execution of the contract between the City/County and the successful Bidder/Contractor. This bond shall be made payable to the Mississippi Department of Finance and Administration on behalf of the counties in the region. It shall be called in on behalf of a City/County sending the Contractor a Notice to Proceed if the Contractor fails to execute the above-referenced performance bond required upon receipt of a Notice of Proceed or fails to satisfy any other obligations under the contract. This requirement is in addition to the requirement to post the payment and performance bonds required herein. Each Bidder must provide proof of ability to secure this bond at the time of execution of the contract if determined to be the lowest responsible Bidder meeting bid specifications.

2.15. Pricing and Payment Procedures

The Bidder shall include their bid pricing schedule on the attached Bid Form based on all categories of work. Except where otherwise expressly provided, all pricing will be unit pricing.

2.15.1. Some bid items or activities will have special rules as set out below:

2.15.1.1. Stump removal, pickup, and disposal will be paid on a cubic yard basis, regardless of size or whether the stumps require Contractor extraction.

2.15.1.2. The unit price for hazardous household waste removal and disposal shall include payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste.

2.15.1.3. The bid price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway.

2.15.1.4. Payment for portable restroom facilities and containment towers shall be included in the line items for Vegetative Debris Removal and Construction & Demolition Debris Removal.

2.15.1.5. The unit price for the removal and disposal of eligible vegetative debris shall include payment for the preparation and operation of all vegetative debris management sites.

2.15.1.6. Debris stockpiled at a debris reduction site prior to a “No Burn” order shall be paid at the unit price for open burning.

2.15.1.7. The removal and recycling of freon from appliances and the disposal of white goods shall be paid at the unit price for Freon Recovery and Recycling.

2.15.2. Additionally, as noted throughout these bid specifications, the successful Bidder/ Contractor shall be responsible for paying all permits, landfill fees, equipment rental fees, and any other costs required to perform the services included in these bid specifications. The Bidder shall consider all such expenses when establishing the bid prices submitted.

2.15.3. The City/County shall determine at the outset of the contract when the billing cycle for contract payments will begin—either on the date of the disaster or the date of the disaster declaration. The Contractor shall mobilize and sustain its workforce in all counties in a region for 90 days before any reimbursement by a City/County. After this initial 90-day period, the Contractor shall be entitled to payment for the first 30 days of work performed in a City/County after the Notice to Proceed, provided the Contractor has satisfactorily performed the required contractual functions. The City/County shall have sole discretion in determining whether the Contractor has performed the work satisfactorily. An example of the payment schedule is listed below:

- Notice to Proceed
- The Contractor reports to the City/County within 24 hours of notice.
- The Contractor submits the bill to the City/County within one week of the end of the first 30-day period, and the same procedure is followed for subsequent 30-day periods during the project.
- If satisfactory work has been performed by the end of the third 30-day period, the City/County remits payment for the first 30-day period.
- The process continues until work is completed and all payments have been made.

2.15.4. After the initial 90 days from the issuance of the Notice to Proceed, payment for work completed may be invoiced monthly. Invoices shall be based on reconciled load tickets from the daily reports. All payments will be based on unit pricing submitted by the Contractor.

2.15.5. The Contractor shall work diligently and efficiently to complete the debris removal and disposal project in any City/County in the shortest time possible. The City/County may withhold payments not to exceed 10% of the project value when the Contractor has not achieved satisfactory progress during any period for which a payment is due. Additionally, the City/County shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or his or her agents.

2.15.6. The City/County may also withhold payment or final payment for reasons including, but not limited to: (1) unsatisfactory job performance or progress, (2) defective or disputed work, (3) failure to comply with material provisions of the contract, (4) third party claims filed, (5) damage to the City/County's right of way or other City/County-maintained properties, and/or (6) reasonable evidence that a third party claim will be filed.

2.15.7. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 90 days of the certification of completion of the project by the City/County, provided the Contractor has filed all contractually required documents and certifications with the City/County, including acceptable evidence of the satisfaction of all claims or liens.

2.16. Detailed Scope to be Provided by City/County

When the City/County selects a vendor on the PVL for consideration concerning a specific project or need, it will provide a detailed scope and specific work requirements. Such scope and requirements will include, but are not limited to, a description of work activities, a definition of deliverables, time frames, and budget parameters.

2.17. Geographic Regions

Vendors may provide services in nine different regions of the State. DFA will provide a separate list of vendors for each region.

2.17.1. A map of the nine regions and a list of the counties in each region is contained in Attachment A.

2.17.2. Bidders may bid to provide services in one or more regions or all regions.

2.17.3. No Bidder may be awarded a contract for emergency disaster debris removal and emergency disaster debris monitoring services in the same region.

2.17.4. Bidders submitting multiple bids shall provide information demonstrating that it can provide all services in more than one region throughout the contract period.

2.18. Duration of Services to be Provided

DFA anticipates that the PVL will be effective on August 1, 2025. Vendors added to the PVL will remain on the PVL until July 31, 2030, unless they are removed according to Section 2.9. Vendors may enter new contracts with Cities/Counties between August 1, 2025, and July 31, 2030. Any

contracts entered into before July 31, 2030, may be extended for a period that ends no later than July 31, 2030.

2.19. Bid Prices

Bid prices in response to this Invitation for Bids shall be the maximum price allowed for each category of service. Cities and counties shall negotiate lower unit price rates to determine the lowest cost for each contract.

2.20. Stop Work Order

The City/County may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the City/County. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the [Agency]. Upon expiration of the stop work order, the Contractor shall resume providing the services that were subject to the stop work order unless the City/County has terminated that part of the agreement or terminated the agreement in its entirety. The City/County is not liable for payment for services that were not rendered due to the stop work order.

2.21. Termination

Termination for Convenience. The City/County may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The City/County shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work. On the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the City/County gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the City/County may terminate the contract for default and the Contractor will be liable for the additional cost to the City/County to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labeled termination for default shall be deemed a termination for convenience.

2.22. Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

2.23. Compliance with Equal Opportunity in Employment Policy

Bidder understands that the City/County is an equal opportunity employer and, therefore, maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful, and the Contractor

agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services.

2.24. E-Verification

If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. The Contractor agrees to provide a copy of each verification upon request of the City/County subject to approval by any agencies of the United States Government. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject the Contractor to the following:

1. Termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations
2. The loss of any license, permit, certification, or other document granted to the Contractor by an agency, department, or governmental entity for the right to do business in Mississippi
3. Both

In the event of such termination, the Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the State.

2.25. Removal from PVL

Vendors added to the PVL may be removed from the list for cause by DFA or added to the State and/or federal debarment list(s) pursuant to State and/or federal law. A vendor's failure to honor submitted hourly rates for five years following the effective date of the PVL may result in removal from the PVL and/or debarment.

Section 3. Bid Submission

3.1. Bid Submission Format

All bids must be submitted in writing and include all documentation requested in the Invitation for Bids. Bids submitted without such documentation may not be considered. Only information in the attached Bid Form and accompanying required documentation will be considered when evaluating bids.

The bid package must contain the following:

3.1.1. Bid Cover Sheet (Attachment B)

3.1.2. Bid Form (Attachment C)

The Bidder must submit a separate bid form for each region in which it intends to submit a bid. The Bidder must also submit all pricing on the bid form. Bidders are required to provide a rate for every item listed on the bid form. Failure to submit pricing for all items may result in the bid being deemed nonresponsive. No blank spaces or omissions will be accepted. If a particular item does not require a charge, the Bidder must indicate "No Charge." Each bid form must be completed and signed by someone with the authority to execute contracts for the Bidder.

3.1.3. Signed Certifications and Assurances (Attachment D)

3.1.4. References (Attachment E)

Each Bidder must furnish a listing of at least three references for whom they have provided services similar to those solicited in this IFB in the prior five years. Each reference must include, at minimum, a contact person, email address, and telephone number for each reference. The Bidder is responsible for ensuring the reference contact information is correct and current. DFA must be able to reach two references within two business days of the bid opening. If DFA cannot reach two references within two business days, DFA may deem the Bidder non-responsive. To be considered a responsible bidder, the Bidder must score at least six points on two Reference Score Sheets (Attachment F) for a total minimum scoring requirement of 12 points. The references submitted must be familiar with the Bidder's abilities in the areas involved with this solicitation. Bidders must submit at least three references and may submit up to five. DFA will contact the references in the order submitted.

3.1.5. Proof of a certificate of responsibility as required by the Mississippi Board of Contractors.

3.1.6. Acknowledgement of all IFB Amendments that may be issued before the closing date.

3.1.7. Certificate of Insurance that meets all requirements outlined in **Section 2.14 of this IFB.**

3.2 Bid Submission Requirements

Bids must be submitted before May 12, 2025, at 5:00 pm CDT. Bidders may submit bids in the two manners discussed below, but they are only required to submit bids in one manner.

3.2.1. General Page and File Size Requirements

Submissions exceeding the stated page limit or file size may be deemed non-responsive and rejected without further consideration. The bid response, including all supporting documentation, shall be at most twenty (20) pages. One side of a single sheet of paper is considered one page. Attachments, cover pages, or appendices not explicitly requested in the IFB count toward the page limit. Font size must be no smaller than 10 pt, and margins must be at least 0.5 inches. All electronic submissions must be in PDF format and at most five (5) megabytes (MB) in size. The Vendor is responsible for ensuring the file size complies with this limitation.

The following sections do not count toward the 20-page limit:

- Cover letter
- Table of contents
- Required forms provided in this IFB
- Copies of certifications or licenses

3.2.1.1. Submission of a Physical Bid

The Vendor may submit physical copies of the original signed bid package in a sealed envelope or package to:

Mississippi Department of Finance and Administration
Attn: Shannon Smith
501 North West Street, Suite 1300
Jackson, MS 39201

The Vendor must clearly label the sealed envelope or package with the following information:

SEALED BID – DO NOT OPEN
Emergency Disaster Debris Removal
Preapproved Vendor List
RFx # 3160007286

DFA will indicate the time and date of receipt on the envelope or package. It is the sole responsibility of the Vendor to ensure that Shannon Smith receives the package and that the date and time of receipt are indicated on the package.

3.2.1.2. Submission of Bid via Electronic Mail

The Vendor shall submit an electronic copy of the original signed bid package in a single email to Shannon Smith at **OSSS@dfa.ms.gov**.

The subject line of the email must read:

SEALED BID Emergency Disaster Debris Removal PVL

The time and date stamp on the email as received by Shannon Smith will be considered the time and date of receipt. It is the sole responsibility of the Vendor to ensure that Shannon Smith receives the email containing the bid package before the submission deadline.

3.2.2. Bidders shall identify each page of the bid package with the Bidder's name.

3.2.3. Failure to submit a bid on the bid form provided will be considered a cause for rejection of the bid. Modifications or additions to any portion of the bid document may also cause the bid to be rejected. On a case-by-case basis, DFA reserves the right to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, DFA may request the Vendor to withdraw or modify non-responsive portions that do not affect the service's quality, quantity, price, or delivery.

3.2.4. The Bidder is solely responsible for timely submitting the bid package. Bids received after the specified time may be rejected and remain unopened in the procurement file. The Bidder assumes all risk regarding the bid's delivery. DFA and MEMA will not be responsible for delivery delays, packages lost in the delivery process, misdirected emails, or other delivery errors.

3.2.5. Any Vendor claiming its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated §§ 25-61-1, et. seq., and 79-23-1) shall provide an additional copy of the bid package which has the relevant information redacted and cites the specific statutory authority for contention that each redaction is exempt.

3.2.6. Bids submitted via facsimile will not be accepted.

3.3. Expenses Incurred in the Procurement Process

All parties shall bear their own respective costs incurred in participating in the procurement process. This includes, but is not limited to, the cost of preparation of any response to a solicitation issued pursuant to these rules and regulations, cost associated with travel to pre-submission conferences and/or site visits, and any costs related to pursuit of a request for reconsideration regardless of the outcome.

3.4. Independent Price Determination

By submitting a bid, the Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition. The quoted prices shall include but are not limited to, all required equipment and/or materials, all required insurance, all required overhead, all required profit, and all required licenses, certifications, fees, or permits.

3.5. Withdrawal of a Bid

A Bidder may withdraw a bid before the time set for opening bids by requesting it in writing to DFA. No explanation is required.

3.6. Debarment

By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.

3.7. Note to Agencies and Vendors

Agencies are cautioned that this procurement may not comply with guidelines from outside funding sources such as the federal government or various grants. The City/County must verify that this IFB meets all State and federal procurement requirements when using such funding sources. *This procurement does not replace currently active service contracts, and agencies will not be asked to terminate their current contracts.* Agencies do not have to contract with the Vendors on the PVL; however, Agencies that choose to contract using the PVL will not be required to conduct a procurement.

3.8. Minor Informalities and Irregularities

DFA has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Bidder. If insufficient information is submitted by a Bidder for DFA to properly evaluate the offer, DFA has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Bidder. *(Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)*

3.9. Contract Rights

Contract rights do not vest in any party until a contract is legally executed. Cities and Counties are under no obligation to award a contract following issuance of this solicitation.

3.10. Property Rights

Property rights do not inure to any Vendor until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. Cities and Counties are under no obligation to award a contract and may terminate a legally executed contract at any time.

Section 4. Bid Evaluation and Award

4.1 Minimum Qualifications to be Deemed Responsible

A Bidder must meet each of the following minimum qualifications to be deemed responsible:

4.1.1. The Bidder and all program participants must comply with any applicable federal, State, City/County, and municipal laws, regulations, resolutions, rules, and ordinances, including but not limited to licensing, permitting, and taxation requirements. All Bidders should be prepared to submit any additional evidence or documentation proving they are appropriately licensed and permitted under applicable laws upon request. Additionally, all Bidders shall maintain records showing that they comply with the E-Verify requirements of 71-11-3 of the Mississippi Code 1972 Annotated and provide them upon request.

4.1.2. The Bidder must have been in business and providing services similar to those solicited in this IFB for at least five (5) years.

4.1.3. The Bidder must maintain an office in each region bid and provide all the required information for each region bid for verification purposes. If the Bidder does not have an office in the region, it must explain how it will service the region bid on the Bid Form, Attachment C.

4.1.4. The Bidder must receive a total score of 12 or more following reference checks, as discussed in Section 3.1.4.

4.1.5. The Bidder must submit documentation demonstrating that they are currently registered to do business in the State and are in good standing with the Mississippi Secretary of State. Bidders who are not currently registered must submit a certification that if named an intended awardee to be placed on the PVL, the Bidder will register within seven days of receiving the Notice of Intent to Award from DFA.

4.2 Basis for Award

4.2.1. Bids will be evaluated based on the requirements outlined in this IFB. No criteria will be used in an evaluation that is not outlined in this Invitation for Bids.

4.2.2. Only Bidders who are found responsive and responsible will have their bids considered.

4.2.2.1. *Responsive Bidder:* Bidder must submit its bid, including the Bid Form and all required Attachments and other documents, in a manner that conforms in all material respects to this Invitation for Bids as determined by DFA.

4.2.2.2. *Nonconforming Terms and Conditions:* A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as nonresponsive. DFA reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by DFA of nonresponsiveness based on the submission of nonconforming terms and conditions.

4.2.2.3. *Conditioning Bid Upon Other Awards:* Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.2.3. Bid Evaluation

DFA's evaluation of bids to determine the lowest responsible Bidders meeting bid requirements may include any or all of the following:

4.2.3.1. Cost of services

4.2.3.2. The Bidder's demonstration of ability to activate simultaneously in each City/County in the region

4.2.3.3. The Bidder's demonstration of ability to perform services as required by bid specifications

4.2.3.4. The Bidder's demonstration of ability to activate adequate and properly trained personnel to perform services in compliance with FEMA and FHWA guidelines and all applicable federal law and regulations to ensure reimbursement for emergency disaster debris removal activities, if reimbursement is available

4.2.3.5. The Bidder's demonstration of past performance on other debris removal services contracts in compliance with FEMA and/or FHWA guidelines

4.2.3.6. Proof of general and professional liability insurance to cover any damages resulting from services provided by the successful Bidder, including any denial of reimbursement due to the actions or inactions of the Contractor

4.2.3.7. Ability to secure a payment and performance bonds upon receipt of a Notice to Proceed by any or all of the counties in a region

4.2.3.8. Ability to post a performance bond at the time of execution of the contract as required in the bid specifications

4.2.4. Bid Evaluation Process

The evaluation process uses a two-phase approach to ensure vendors meet qualitative criteria. Vendors must first pass a **qualitative evaluation phase**. DFA will score each factor on a scale of 0 to 100 points. Factor weights will then be applied to calculate a weighted score. A Bidder must achieve a minimum threshold of **70%** of the available qualitative points. DFA will evaluate qualitative factors using the weights discussed below for each responsive and responsible Bidder.

4.2.4.1. Past Performance on Similar Contracts (25%)

- Demonstrated success in completing five (5) projects of similar size, scope, and complexity within the past five (5) years.
- References and testimonials from prior clients within the past five (5) years.

- At least 90% adherence to deadlines and budgets in past contracts, supported by documentation.

4.2.4.2. Key Personnel Qualifications (25%)

- At least 75% of key personnel that have a minimum of five (5) years of relevant experience.
- Relevance of personnel's previous work to the project scope.
- Clarity in assigning roles and responsibilities.

4.2.4.3. Ability to Mobilize Quickly (20%)

- Availability of resources for deployment within 24 hours of Notice to Proceed (e.g., equipment, personnel).
- Mobilization plan including a step-by-step timeline with milestones achievable within first 48 hours of project start.

4.2.4.4. Safety Record (15%)

- An OSHA Total Recordable Incident Rate (TRIR) of less than 3.0 over the past five (5) years.
- Documented history of safe work practices and adherence to safety regulations.
- Evidence of a comprehensive safety management program.
- No more than two (2) safety violations or claims in the past five (5) years, supported by official records.

4.2.4.5. Sustainability and Environmental Considerations (10%)

- Evidence of sustainable practices, such as recycling, waste reduction, and energy-efficient methods.
- Compliance with environmental laws and best practices.

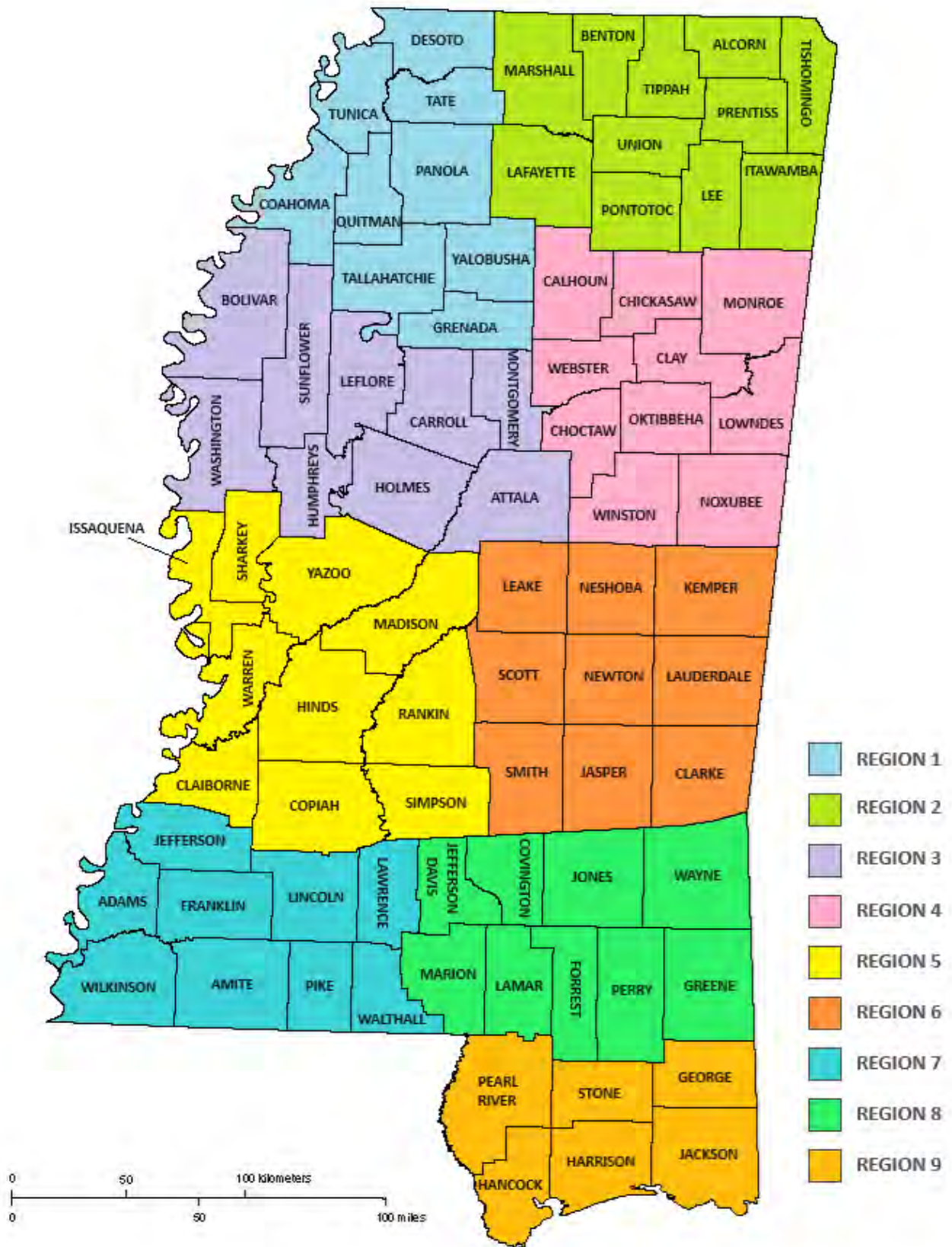
4.2.4.6. Technical Approach and Methodology (5%)

- Methods, tools, or technology that demonstrate at least a 20% improvement in efficiency or outcomes compared to industry averages.
- Alignment with project goals and adherence to any specified standards or guidelines.

4.3. Award Notification

After reviewing the bids, DFA will post its Notice of Intent to Award on the DFA website and the procurement portal and email all Bidders.

ATTACHMENT A: Regional Map



REGION 1	REGION 2	REGION 3
<ul style="list-style-type: none"> ➤ Coahoma ➤ Desoto ➤ Grenada ➤ Panola ➤ Quitman ➤ Tallahatchie ➤ Tate ➤ Tunica ➤ Yalobusha 	<ul style="list-style-type: none"> ➤ Alcorn ➤ Benton ➤ Itawamba ➤ Lafayette ➤ Lee ➤ Marshall ➤ Pontotoc ➤ Prentiss ➤ Tippah ➤ Tishomingo ➤ Union 	<ul style="list-style-type: none"> ➤ Attala ➤ Bolivar ➤ Carroll ➤ Holmes ➤ Humphreys ➤ Leflore ➤ Montgomery ➤ Sunflower ➤ Washington
REGION 4	REGION 5	REGION 6
<ul style="list-style-type: none"> ➤ Calhoun ➤ Chickasaw ➤ Choctaw ➤ Clay ➤ Lowndes ➤ Monroe ➤ Noxubee ➤ Oktibbeha ➤ Webster ➤ Winston 	<ul style="list-style-type: none"> ➤ Claiborne ➤ Copiah ➤ Hinds ➤ Issaquena ➤ Madison ➤ Rankin ➤ Sharkey ➤ Simpson ➤ Warren ➤ Yazoo 	<ul style="list-style-type: none"> ➤ Clarke ➤ Jasper ➤ Kemper ➤ Lauderdale ➤ Leake ➤ Neshoba ➤ Newton ➤ Scott ➤ Smith ➤ Mississippi Band of Choctaw Indians
REGION 7	REGION 8	REGION 9
<ul style="list-style-type: none"> ➤ Adams ➤ Amite ➤ Franklin ➤ Jefferson ➤ Lawrence ➤ Lincoln ➤ Pike ➤ Walthall ➤ Wilkinson 	<ul style="list-style-type: none"> ➤ Covington ➤ Forrest ➤ Greene ➤ Jefferson Davis ➤ Jones ➤ Lamar ➤ Marion ➤ Perry ➤ Wayne 	<ul style="list-style-type: none"> ➤ George ➤ Hancock ➤ Harrison ➤ Jackson ➤ Pearl River ➤ Stone

ATTACHMENT B: Bid Cover Sheet

The Mississippi Department of Finance and Administration is seeking to establish a list of vendors for Emergency Disaster Debris Removal Services to be used on an as-needed basis by the cities and counties of Mississippi.

Bids must be submitted on or before **May 12, 2025, at 5:00 pm CDT.**

Envelopes and/or packages containing sealed bids must be marked:

Emergency Disaster Debris Removal Services
RFx # 3160007286
SEALED BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip Code: _____

Company Representative: _____

Telephone: _____

Fax: _____

Email: _____

FEI/FIN# (if company, corporation or partnership): _____

Social Security # (if individual): _____

In addition to providing the above contact information, please answer the following questions regarding your company. *This information may be provided to prospective Cities/Counties on the list of preapproved vendors.*

What year was your company started? _____

How many years and/or months has your company performed the services called for in this Invitation for Bids? _____

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation: _____

Is your company currently for sale or involved in any transaction to expand or to become acquired

by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids. _____

For how many customers has your company provided disaster debris removal and/or monitoring services in the past two years? Please include the dates, the size company of the area maintained, and the total amount of the billing to each customer.

What is your company's largest customer for disaster debris removal and/or monitoring in the past two years?

Describe any specific services your company offers along with your current staff's specialized experience, certification, and/or education. _____

Does your company have any experience providing invoicing and supporting documentation necessary to receive federal reimbursement for your services? If yes, please provide the contact information of at least one (1) reference that can verify and/or discuss your past performance providing invoicing and supporting documentation necessary for federal reimbursement. _____

ATTACHMENT C: Bid Form

Mississippi City/County Pre-need Emergency Disaster Clean Up and Debris Removal

Company: _____ Region: _____

Company Representative: _____ Title: _____

Telephone: _____ Email: _____

The pricing quoted shall be all-inclusive. The cost should be inclusive of, but not limited to all required insurance; overhead; profit; materials; travel time; training; certifications; business and professional licenses, permits, or fees; and all other costs. All pricing for emergency disaster debris removal and/or monitoring services should include all associated costs with no additional or hidden fees.

ITEM	DESCRIPTION OF WORK	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS/TDSRS) or other disposal sites (NOTE 1 & 7)		/ CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owned Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 7)		/ CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES (Add 1), 2, 3 & 7)		/ CY / TON
4	Ash Management (collection, transportation, and disposal)		/ CY / TON
5	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 1, 3 & 7)		/ CY / TON
6	Management of DMS/TDSRS (Delete NOTE 4)		/ CY
7	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal		/ CY

8	Grinding, reduction, compaction, or consolidation of C&D debris at DMS/TSDSRS		/ CY
9	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal		/ CY
10	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal		/ CY
11	Pick Up and Haul of White Goods to an Approved Disposal Site Entities area		/ LB
12	Pick Up and Disposal of Hazardous Material		/ LB
13	Freon Management and Recycling		/ UNIT
14	Biowaste transportation and disposal		/ LB
Extraction of hazardous stumps resulting from trees growing on the right of way & Hauling to Final Disposal Site (NOTE 5)			
15	24-inch diameter to 47.99-inch diameter measured 24" above ground		/ STUMP
16	48-inch diameter and greater		/ STUMP
Removal of Boulders			
17	Removal of hazardous boulders from 18" – 35.99" in diameter		EACH
18	Removal of hazardous boulders more than 36" in diameter		EACH
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9			
19	Removal of hazardous hanging limbs 2 inches or more at point of break		/ TREE
20	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 8)		EACH
21	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 8)		EACH

22	Removal of hazardous standing trees 25'' – 36.99'' in diameter (NOTE 8)		EACH
23	Removal of hazardous standing trees 37'' – 48.99'' in diameter (NOTE 8)		EACH
24	Removal of hazardous standing trees more than 49'' in diameter (NOTE 8)		EACH
Marine Debris Removal			
25	Canal, waterway and ditch clearing		/ LF
26	Bays and other open waters (DELETED)		/ ACRE
27	Marine vessel and other land vehicle removal (DELETED)		/ LF

NOTES:

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 45 miles. For distances over 45 miles but less than 150 miles, please provide per cubic yard price here:

add _____ per cubic yard.

2. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Vendor pays tipping fee at final disposal site(s) and bills the Contracting Entity at cost.
3. Includes management of site remediation to include but not limited to pre and post use soil and water testing.
4. Boulders are defined for these purposes as any rock fragment with a size equal to or greater than 18 inches in diameter at its greatest point.
5. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325 (FEMA Public Assistance Debris Management Guide). Once converted, amounts will be charged using item 1-4 rates as appropriate.
6. Invoices to be based on incoming and/or outgoing load tickets.
7. (Add)Tree removal for incident-damaged trees with split trunk; broken canopy; or leaning at an angle greater than 30 degrees if tree diameter is 6 inches or greater measured at 4.5 feet above ground level.
8. Items 1-26 include all costs needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using nationally published industry-wide or nationally published and recognized cost index.
9. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Vendor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner and upon the written approval of the entity.

Location of Bidders' Office in Region: _____

If your company is not physically located in the region, how will you supply disaster debris removal and/or monitoring services to agencies in the region?

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bids (RFx # 3160007286), the attachments hereto, and any amendments;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, the attachments hereto, and any amendments;
3. That it is licensed, certified, and possess the requisite credentials to perform disaster debris removal and/or monitoring services.
4. That the company agrees to all provisions of this Invitation for Bids, the attachments hereto, and any amendments;
5. That the company will perform, without delay, the services required at the prices bid above; and/quoted as lowest and best pricing to the contracting City/County; and
6. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Signature: _____ Date: _____

ATTACHMENT D: Certifications & Assurances

As an authorized signatory for _____, I make the following certifications and assurances as a required element of the bid(s) to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. *REPRESENTATION REGARDING CONTINGENT FEES*: Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract, except as disclosed in Contractor's bid or proposal.
2. *REPRESENTATION REGARDING GRATUITIES*: Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the Mississippi Department of Finance and Administration a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. The Bidder further represents that no employee or former employee of the Mississippi Department of Finance and Administration has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by the Bidder. The Bidder further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
3. *CERTIFICATION OF INDEPENDENT PRICE DETERMINATION*: By submitting a bid, the Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
4. *PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES*: By responding to the solicitation, the Bidder represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Bidder cannot make such a representation, a full and complete explanation shall be submitted in writing with the Bidder's response.
5. *NON-DEBARMENT*: This certification is a material representation of fact relied upon by the Contracting Cities/Counties. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Cities/Counties, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
6. Bidder certifies that it can provide services in the entire region for each region on which it has submitted a bid.
7. Bidder certifies that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids, the attachments hereto, and any amendments.

Name: _____ Title: _____

Signature: _____ Date: _____

Modifications or additions to any portion of this document may be cause for rejection of the bid.

ATTACHMENT E: References

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

Email: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

Email: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

Email: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

Email: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

Email: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

Email: _____

REFERENCE 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

Email: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

Email: _____

REFERENCE 5

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

Email: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

Email: _____

Bidders must submit a minimum of three references and may submit up to five references. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted. DFA must be able to contact two references within two (2) business days of bid opening or initial contact or the Bidder may be deemed non-responsive.

ATTACHMENT F: Reference Score Sheet

[To Be Completed by DFA Only]

Bidder Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide disaster debris removal and/or monitoring services when you called?	Yes	No
Satisfied with the disaster debris removal and/or monitoring services provided by the vendor, if any? If no, please explain.	Yes	No
Vendor easy to work with when scheduling the work?	Yes	No
Were the services provided on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each “yes” is one point; each “no” is zero points. Bidder must have a minimum score of “6” from two references (total of “12” points) to be considered responsible and for its bid to be considered.

Score: _____

Please disclose any business, professional, or personal relationships you have with the Bidder's organization, if any.

Called by: _____

Notes:

ATTACHMENT G: Required Federal Procurement Clauses as This Contract is Eligible for Reimbursement from FEMA

Access. MEMA, the subgrantees (counties and communities), FEMA, the Comptroller General of the United States, and any other duly authorized representatives to any of these bodies shall have access to any and all books, documents, papers and records of the contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions.

Byrd Anti-Lobbying Amendment. The contractor shall certify that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer, or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The contract shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. The contractor shall require all subcontractors to submit these same certifications. The contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).

Clean Air and Water Acts Compliance.

- (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. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq.
- (2) The contractor agrees to report each violation to MEMA and understands and agrees that MEMA 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.

Energy Efficiency. The contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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 requirement; 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, <http://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

Suspension and Debarment.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. Pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by OPTFM. 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 OPTFM, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 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.

Retention of Records. The contractor shall retain all records associated with this contract for three (3) years after MEMA or the subgrantees (counties and communities) make final payment and all other pending matters are closed.

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.

Compliance with Federal Law, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the contract. The contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

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. (Program Fraud and False or Fraudulent Statements or Related Acts) The contractor acknowledges that 31 U.S.C 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) 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 (40) 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 therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) 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.** DFA and/or City/County 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.