

# **INVITATION FOR BIDS**

IFB No. 2025-03

RFx: 3160007287

## ***Preapproved List of Vendors for Emergency Disaster Debris Monitoring 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 CDT

Contact:  
Shannon Smith  
OSSS@dfa.ms.gov

# TABLE OF CONTENTS

<b>Section 1. Solicitation Information.....</b>	<b>4</b>
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
<b>Section 2. Scope of Services and Requirements .....</b>	<b>7</b>
2.1. Contract and Notice to Proceed .....	7
2.2. Resource and Mobilization Timelines Requirements .....	7
2.3. Training Requirements.....	8
2.4. Compliance Records Requirements .....	8
2.5. Socioeconomic Requirements .....	9
2.6. Scope of Services.....	9
2.7. Pricing and Payment Procedures .....	14
2.8. Grant Funding and Reimbursement Requirements .....	16
2.9. Insurance Requirements .....	16
2.10. Payment and Performance Bonds .....	17
2.11. Detailed Scope to be Provided by City/County.....	18
2.12. Geographic Regions .....	18
2.13. Duration of Services to be Provided .....	18
2.14. Bid Prices.....	19
2.15. Stop Work Order .....	19
2.16. Termination.....	19
2.17. Applicable Law .....	19
2.18. Compliance with Equal Opportunity in Employment Policy .....	19
2.19. E-Verification.....	20
2.20. Removal from PVL.....	20
<b>Section 3. Bid Submission .....</b>	<b>21</b>
3.1. Bid Submission Format .....	21
3.2 Bid Submission Requirements .....	22
3.3. Expenses Incurred in the Procurement Process .....	23
3.4. Independent Price Determination .....	23
3.5. Withdrawal of a Bid .....	23
3.6. Debarment .....	24
3.7. Note to Agencies and Vendors .....	24
3.8. Minor Informalities and Irregularities.....	24
3.9. Contract Rights.....	24
3.10. Property Rights .....	24
<b>Section 4. Bid Evaluation and Award .....</b>	<b>25</b>
4.1 Minimum Qualifications to be Deemed Responsible .....	25

4.2 Basis for Award .....	25
4.3. Award Notification .....	27
<b>ATTACHMENT A: Regional Map .....</b>	<b>28</b>
<b>ATTACHMENT B: Bid Cover Sheet.....</b>	<b>30</b>
<b>ATTACHMENT C: Bid Form.....</b>	<b>32</b>
<b>ATTACHMENT D: Bidder Acknowledgments and Required Documentation .....</b>	<b>34</b>
<b>ATTACHMENT E: Certifications &amp; Assurances .....</b>	<b>36</b>
<b>ATTACHMENT F: References .....</b>	<b>38</b>
<b>ATTACHMENT G: Reference Score Sheet .....</b>	<b>41</b>
<b>ATTACHMENT H: Required Federal Procurement Clauses as This Contract is Eligible for Reimbursement from FEMA .....</b>	<b>42</b>

## **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 Monitoring 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 emergency debris monitoring 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 the Emergency Debris Monitoring Services PVL. Cities/Counties ARE NOT REQUIRED to use the Emergency Debris Monitoring Services PVL. 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 the Emergency Debris Monitoring Services PVL that the PVL is in compliance with or meets the procurement requirements of any other state, federal, or other regulatory authority, including but not limited to MEMA, FEMA, and NTSA.

DFA CANNOT guarantee that invoices submitted and/or paid for services provided by a vendor placed on the Emergency Debris 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](mailto: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 all 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](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 debris monitoring services. However, if a City/County within the region desires to utilize the services of a PVL debris monitoring 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. 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 Debris Monitoring Guide (March 2021)
- 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
- Compliance with 2. C.F.R. 200.318(j)(1) – (j)(2) contract requirements for time and materials contracts.

## **2.5. 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:

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

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

**2.5.3.** 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;

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

**2.5.5.** 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.

## **2.6. 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 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 debris removal services Contractor. The City/County and the debris removal 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.

#### **2.6.1. 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, monitor the removal of at least 30% of debris utilizing the Bidder's own equipment and personnel within the 180-day time frame for project completion.

#### **2.6.2. Project Manager**

The Contractor shall have a project manager assigned to the City/County at the time 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 debris removal activities and/or FEMA and FHWA-related issues. Additionally, the project manager shall perform, at a minimum, each of the following duties:

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

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

**2.6.2.3.** Schedule and coordinate daily debris monitoring 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 monitoring activities

**2.6.2.4.** Oversee and supervise all debris monitoring activities throughout the project

**2.6.2.5.** Regularly communicate with designated personnel in the activating City/County to keep the City/County informed of all aspects of both the debris removal activities and monitoring activities

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

**2.6.2.7.** 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

### **2.6.3. Field Workers**

In addition to the project manager, the monitoring services contractor shall provide an adequate number of field workers to accomplish the functions of the contract under the direction of the project manager. The activating City/County shall approve the number of field workers assigned to work on the contract. The monitoring services contractor may use contract labor for this function. All field workers, including contract workers, shall report to and work under the supervision of the project manager. The bidder must demonstrate in the proposal documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.

### **2.6.4. Clerical Staff and Supervisor**

The monitoring services contractor may be compensated for non-field work clerical staff performing administrative functions necessary for performance of the contract as approved by the activating City/County. This includes personnel performing functions such as billing, invoicing, and other contract-related administrative services, data systems personnel, GIS services, and the like. Clerical staff consists of personnel who perform some or all of the duties listed herein. Clerical Supervisors are managerial personnel proficient in all duties listed herein and who oversee work performed by the clerical staff utilized under this contract. The activating City/County shall approve the number of clerical staff and supervisors assigned to work on the contract. All clerical staff working on this activity shall be billed at the same hourly rate. All Clerical Supervisor(s) working on this activity shall be billed at the same hourly rate. The monitoring services contractor shall only bill for actual hours these personnel spend on work related to the contract.

### **2.6.5. Field Documentation**

The monitoring services contractor shall be required to carefully document all debris removal activities utilizing the documentation methods set out in these IFB specifications and those required under FEMA and FHWA guidelines and regulations. Additionally, where applicable, the monitoring services contractor shall communicate with FEMA to ensure the documentation being utilized satisfies FEMA verification requirements. The bidder must demonstrate in the proposal the ability to properly document all activities as required herein.

### **2.6.6. Load Ticket / Electronic Tracking System Preparation & Management**

The Contractor shall be responsible for the management and provision of all load tickets (paper or electronic). Load tickets must be recorded into a database which will be always accessible by the City/County. All field data shall be digitized and provided to the

City/County. Load tickets must include all pertinent information in accordance with FEMA Public Assistance Program and Policy Guide, latest edition such as GPS coordinates of pick-up location and drop-off location, times, address, volume picked up, etc.

#### **2.6.7. GPS/GIS-Enabled Services**

The Contractor shall provide GPS-Enabled equipment for staff to record important aspects of the work in accordance with FEMA Public Assistance Program and Policy Guide, latest edition such as daily routes, load haul distances, load pick-up and drop-off locations, time associated with haul, etc. This will include the development of GIS maps and applications as required.

#### **2.6.8. GIS/Mapping Services**

The monitoring services contractor shall provide GIS/mapping services to compile, edit, and present all geographic data requested by the City/County. Data required by the City/County may include, but is not limited to, hauler tracking charts, mapping locations of loading and unloading points, daily hauler routes to include total cubic yardage, tracking of monitor locations and associated work hours for personnel. The bidder must demonstrate in the proposal documents the ability to provide this GIS/Mapping service to the City/County at the time of responding to a Notice to Proceed and that said GIS/Mapping services will be performed by qualified personnel. The GIS/Mapping personnel will work closely with the Project Manager and all field staff to assure that all pertinent data is collected. The GIS/Mapping personnel will coordinate with City/County personnel on what mapping data or applications are needed prior to field personnel beginning work.

#### **2.6.9. Fixed Site Monitoring**

The monitoring services contractor, utilizing adequate experienced personnel, shall oversee the inspection of disposal and unloading sites by providing monitoring, verification of load capacity and quantities, and documentation at designated temporary disposal sites. All personnel working on this activity shall be billed at the same hourly rate. The bidder must demonstrate in the proposal documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. Services of these monitors will include at a minimum each of the following:

- (1) completing load tickets recording debris removal contractor haulers' cubic yardage and other record keeping that may be necessary
- (2) signing each load ticket before permitting a truck to proceed from the check-in area to the disposal area
- (3) remaining in constant contact with designated debris removal management personnel
- (4) performing other duties as directed by designated debris removal management personnel
- (5) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
- (6) adequately documenting and recording all required measurements and computations
- (7) ensuring debris is properly separated and not co-mingled at the disposal and unloading site
- (8) performing safety inspections of all vehicles, equipment and all elements of the disposal sites

### **2.6.10. Field Debris Monitoring**

The monitoring services contractor, utilizing adequate experienced personnel, shall also perform roving on-site, street level work area inspections of debris cleanup and collection placed with each of the debris removal contractor's loading crews. All personnel working on this activity shall be billed at the same hourly rate. The bidder must demonstrate in the RFP documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. These field debris monitors shall inspect and control debris collection utilizing load tickets. Services include at a minimum each of the following:

- (1) providing knowledgeable and experienced field monitor personnel at designated areas to check and verify information on debris removal
- (2) utilizing maps developed by the activating City/County and debris removal contractor related to location of debris and progress of removal
- (3) determining debris eligibility and the estimation of debris to be removed
- (4) documenting all collection activity of trucks and trailers used to transport debris
- (5) issuing load tickets at the loading site for each load with multiple copies to ensure compliance with FEMA and FHWA policy and to provide for quality assurance
- (6) inspecting the area for safety concerns and considerations including, but not limited to, downed power lines, children playing in area, provisions for adequate traffic control, safe operation of trucks and equipment in the work area and on haul routes
- (7) ensuring recyclables and hazardous materials are properly handled, sorted and disposed of by the debris removal contractor
- (8) performing pre-work inspection of areas to check debris piles to identify potential hazards and/or utilities to prevent damage to private property and all elements of the City/County right of way
- (9) documenting and reporting to the field monitor's supervisor any damages to utility components, driveways, road surfaces, private property, vehicles, etc., with photos and information about the owner and circumstances causing the damage
- (10) transmitting damage information to the activating City/County within 24 hours of the incident for their records and information
- (11) ensuring the work area is clear of debris to the specified level before equipment moves to a new work area
- (12) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
- (13) documenting and recording all required measurements and computations adequately
- (14) properly monitoring and recording performance and productivity of debris removal crews
- (15) remaining in constant contact with designated debris removal management personnel
- (16) ensuring that loads are properly contained before leaving the loading area
- (17) ensuring that only eligible debris is collected for loading and hauling
- (18) performing safety inspections of all vehicles, equipment, and all elements of the work sites
- (19) performing other duties as directed by designated debris removal management personnel and/or designated City/County personnel

"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 provided:

- (1) The debris complies with FEMA and FHWA debris eligibility guidelines and regulations in effect at the time of the disaster
- (2) The removal of the debris is the legal responsibility of the activating City/County and
- (3) The debris presents an immediate health and safety threat to the general public or to the users of an eligible public facility

## 2.7. Pricing and Payment Procedures

The bidder shall include the fee structure on the Bid Form based on all categories of work included in the IFB specifications, utilizing the following table:

Item	Description	Unit Price (Hourly Rate)	Amount
001.	Fixed Site Monitoring		
002.	Field Debris Monitoring		
003.	Project Manager		
004.	Clerical Staff		
005.	Clerical Supervisor		

\*The monitoring services contractor will be compensated based on the actual hours rendered to perform the work. There will be no consideration of overtime charges.

Upon receipt of the Notice to Proceed, the debris removal monitoring contractor shall provide a monitoring staffing plan for approval by the activating City/County for all proposed personnel to be utilized during the project. As work progresses, the initiating City/County must approve any changes to the monitoring staffing plan prior to any personnel changes. The monitoring staffing plan should be based on the work plan provided by the Debris Removal Services Contractor.

Contracts resulting from this IFB shall be time and materials contracts with a not-to-exceed amount, which the City/County will establish within 7 days of issuance of the Notice to Proceed and must be agreed to in writing by both parties. The Vendor shall perform or participate in estimating the activating entity's initial debris quantity. The Vendor shall use debris quantity estimates to create a work plan and establish a not-to-exceed price for the performance of debris removal activities. This not-to-exceed amount shall be based on initial debris quantity estimates multiplied by the applicable price in the proposer's contract award. The City/County may increase

the not-to-exceed amount. Both parties must agree to any increase in writing. If the amount payable reaches the not-to-exceed amount and the City/County has not increased the amount in writing, the contractor shall have the right to suspend the performance of its services until an increase is agreed upon.

All pricing shall include any and all costs the successful bidder may incur to mobilize and maintain the specified services activated under this contract. There will be no separate compensation for housing or other related per diem type costs.

a) Retainage is defined as money belonging to the contractor that has been retained by the activating City/County conditioned on the final completion and acceptance by FEMA of all work in connection with a project or projects by the contractor.

(b) Unless otherwise provided in the specifications, partial payments shall be made as the work progresses at the end of each calendar month, but in no case later than 35 days after the acceptance by the activating City/County that the estimate and terms of the contract providing for partial payments have been fulfilled. The activating City/County shall designate a person to review the progress of completed work and to review documents submitted by the contractor as provided in this section. Within 10 days, the designated person shall review the submission and respond in writing to accept or forward a request for payment as provided in this subsection. In case of an error in the submission or a dispute regarding compliance with the contract's provisions, the City/County shall disclose the error or dispute in writing to the contractor within 10 days. After corrective actions are taken, the invoice may be resubmitted and shall be addressed as provided in this section. In the absence of error or dispute, the activating City/County shall proceed within 10 days as follows for payment of the invoice:

(c) In making the partial payments, no more than 5 percent of the estimated amount of work done shall be retained, and after 50 percent completion has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance by FEMA of all work covered by the contract.

The monitoring services contractor may employ contract labor to provide the services required, provided any such contract labor is adequately trained and is supervised by and reports to the project manager in the same manner as contractor employees. Should contract labor be utilized, the monitoring services contractor shall be responsible for all work performed and shall be responsible for all payments to such workers. The activating City/County shall only be responsible for payments to the monitoring services contractor. However, payment may be withheld until the activating City/County receives adequate documentation that all contract laborers have been paid for services performed.

The activating City/County shall determine at the outset of the contract when the billing cycle for contract payments will begin – either on the contract activation date or the disaster declaration date. The monitoring services contractor shall mobilize and sustain its workforce in all activating counties in a region for 90 days prior to any reimbursement by an activating City/County. An activating City/County may agree to reimburse the monitoring services contractor within a shorter time frame. However, making any payments in less than 90 days shall not be contractually required. After the initial 90-day period expires, the monitoring services contractor shall be entitled to payment for the first 30 days of work performed by the monitoring services contractor

in an activating City/County after the Notice to Proceed, provided the monitoring services contractor has satisfactorily performed the functions required under the contract. The activating City/County shall have sole discretion in determining whether the work has been performed satisfactorily. An example of the payment schedule is listed below:

- Notice to Proceed
- Monitoring services contractor reports to activating City/County within 24 hours of notice.
- The monitoring services contractor submits the bill to the activating 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.

All bids shall include a statement acknowledging and accepting these terms.

## **2.8. Grant Funding and Reimbursement Requirements**

All Bidders shall:

**2.8.1.** 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.

**2.8.2.** 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.

**2.8.3.** 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.

**2.8.4.** 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.

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

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

## **2.9. 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 2.9** 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.

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

**2.9.1.1.** *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;

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

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

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

**2.9.1.5.** *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.

**2.9.2.** 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.

**2.9.3.** 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.

**2.9.4.** 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.

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

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

## **2.10. 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.

**2.10.1.** 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.

## **2.11. 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.

## **2.12. Geographic Regions**

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

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

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

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

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

## **2.13. 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.

## **2.14. 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.

## **2.15. 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.

## **2.16. 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.

## **2.17. 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.

## **2.18. 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.

## **2.19. 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.

## **2.20. 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. Bidder Acknowledgments and Required Documentation (Attachment D)**

#### **3.1.4. Signed Certifications and Assurances (Attachment E)**

#### **3.1.5. References (Attachment F)**

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.

#### **3.1.6. Proof of a certificate of responsibility as required by the Mississippi Board of Contractors.**

#### **3.1.7. Acknowledgement of all IFB Amendments that may be issued before the closing date.**

#### **3.1.8. Certificate of Insurance that meets all requirements outlined in **Section 2.9** 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 Monitoring  
Preapproved Vendor List  
RFx # 3160007287

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 Monitoring 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 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. Technical Approach and Methodology (25%)**

- 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.

#### **4.2.4.2. 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. Past Performance on Similar Contracts (20%)**

- 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.

#### **4.2.4.4. Ability to Mobilize Quickly (15%)**

- 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.

#### **4.2.4.5. 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.

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

## ATTACHMENT B: Bid Cover Sheet

The Mississippi Department of Finance and Administration is seeking to establish a list of vendors for Emergency Disaster Debris Monitoring 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 Monitoring Services**  
**RFx # 3160007287**  
**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 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 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 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 monitoring services should include all associated costs with no additional or hidden fees.

ITEM	DESCRIPTION	UNIT PRICE (HOURLY RATE)	AMOUNT
1	Fixed Site Monitoring		
2	Field Debris Monitoring		
3	Project Manager		
4	Clerical Staff		
5	Clerical Supervisor		

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 # 3160007287), 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: Bidder Acknowledgments and Required Documentation

**In addition to the above-stated proposal prices, by initialing below and signing this Proposal Submittal Form, the proposer acknowledges that he or she has attached documentation to demonstrate ability to meet each of the following project requirements:**

	<b>Bidder's Initials</b>
Ability to activate simultaneously in each City/County in the region <i>Identify documentation attached:</i>	
Ability to perform services as required by IFB specifications <i>Identify documentation attached:</i>	
Ability to activate adequate and properly trained personnel to perform services in compliance with FEMA and FHWA guidelines to ensure reimbursement for debris removal activities, if reimbursement is available <i>Identify documentation attached:</i>	
Record of past performance on other debris removal monitoring services contracts in compliance with, FEMA, and FHWA guidelines. List contracts Vendor has held within the last three (3) years, with dates, clients, and contact numbers. <i>Identify documentation attached:</i>	
Financial ability to perform services required in an activating City/County under the payment procedures set out in the IFB specifications <i>Identify documentation attached:</i>	
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 monitoring services contractor, or from the failure to perform services or complete a project for an activating City/County <i>Identify documentation attached:</i>	
Ability to post a payment and performance bond at the time of execution of the contract as required in the IFB specifications <i>Identify documentation attached:</i>	

**By initialing below and signing this Bid Form, the proposer also acknowledges and agrees to each of the following:**

	<b>Bidder's Initials</b>
That the bid submitted meets the IFB specifications	
That, if determined to be the best overall value, proposer will execute a contract with the awarding authority for this region on behalf of all counties in the region	
That the bid prices set out on this Bid Form shall be honored for all counties in the region for the contract period	
That the company has the capability to provide services to all counties in region simultaneously	
That the company will comply with all applicable requirements and/or requests to confirm compliance with Title 2 U.S. Code of Federal Regulations, Part 200; FEMA, and FHWA guidelines and regulations; and all applicable local, state and federal law or the version that is effect at the time of the declared event.	
That the company listed above will respond to any Notice to Proceed within the time frame and under the procedures set out in the IFB specifications	
That the company will provide all bonding in the amounts and at the times required in the IFB specifications	
That the company will comply with the payment procedures set out in the IFB specifications	

Signature of Company Representative submitting bid: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT E: 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 F: 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 G: 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 H: 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.