

REQUEST FOR QUALIFICATIONS

TO ESTABLISH

A Prequalification List for Debris Monitoring Assistance for the City of Gautier

To: Debris Monitoring Companies interested in Prequalifying for The City of Gautier, Mississippi

From: Sherry Farabee, Purchasing Agent

Date: Responses are due no later than 10:00 a.m. (CT) on August 28, 2018

Subject: Request for Qualifications (RFQ) for Debris Monitoring Firms to Assist The City of Gautier on an as need basis following Federal Declarations.

Contact Name: Sherry Farabee, Purchasing Agent

Contact Phone Number: 228-497-8000 ext. 304

Contact E-mail Address: sfarabee@gautier-ms.gov

SUMMARY OF THE RFQ

The City of Gautier Mississippi, (hereinafter "City") is seeking Prequalified Firms for Disaster Debris Monitoring Assistance. Pricing will not be a part of this request; a Request for Proposal (RFP) will be issued following a Disaster that warrants outside assistance where the City Personnel/Equipment and Mutual Aid Agreements are not sufficient for such an event.

The City of Gautier will utilize its internal Disaster Services Required and Available Clauses. These Required and Available Clauses shall serve as a guideline in keeping in compliance with Federal, State, and Local procurement requirements. A copy of Required and Available Clauses is attached as exhibits. Respondent must submit an acknowledgement that they have reviewed the Gautier, Mississippi Required and Available Clauses.

Information is sought for Debris Monitoring of disaster related debris, of every kind and nature from public rights of way within the unincorporated areas, county property, beaches, waterways, (and/or private property if approved by the County, State, and or FEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects however if the County, State, or FEMA authorizes the ROE it may become part of specific projects.

Respondents should be aware of Historical Preservation Laws; The City has several Historical Listings by the Mississippi Department of Archives and Respondent is advised to review the listings in the City should the locations be affected for Debris Removal.

The City will seek Qualifications for Services for Disaster Debris Monitoring. The City will evaluate the Information and establish a "Prequalified List" of firms that will be invited following a Disaster to respond to an event specific Request for Proposal (RFP) should the City Council elect to do so. **Respondents should be aware since there will be an RFP issued additional Respondents may also respond following disasters per CFR 200.319 (d).** Respondents are cautioned to review this Request for Qualifications as the Federal Office of Management and Budget has introduced new guidelines per the "Super Circular" (2 CFR 200.318 through 326) for all Federal Agencies participating in Federal Grants including FEMA. As part of the combinations within the Super Circular, A-102 combines 44 C.F.R 13.36 with 2 CFR 200.318 through 326. **Respondents shall acknowledge their Legal Counsel has reviewed the Office of Management and Budget Super Circular Guidelines in their response.**

It shall be noted that this Request for Qualifications is consistent with the FEMA "Public Assistance Program and Policy Guide" (**PAPPG**) FP-104-009-2 dated April 2017 (Version 2) at [https://www.fema.gov/media-library-data/1493305958181-68b5c9372359dd46113899ffb1f7549f/2017_PAPPG_2.0_508_FINAL\(2\).pdf](https://www.fema.gov/media-library-data/1493305958181-68b5c9372359dd46113899ffb1f7549f/2017_PAPPG_2.0_508_FINAL(2).pdf) and the NOAA Mississippi Marine Debris Emergency Response Guide (**MSMERG**) at [https://marinedebris.noaa.gov/sites/default/files/publications-files/MS Marine Debris Emergency Response Comprehensive Guide 0.pdf](https://marinedebris.noaa.gov/sites/default/files/publications-files/MS%20Marine%20Debris%20Emergency%20Response%20Comprehensive%20Guide%200.pdf) Since this second version of the PAPPG has replaced multiple FEMA Guideline Documents including FEMA publications 322, 325, and 327 the Respondent must submit an acknowledgement of their overview of the Guideline. This request, possible future contracts, and event expenditures are not conditioned upon receipt of FEMA funding. **Respondents shall acknowledge their Project Managers and Legal Counsel has reviewed the PAPPG and MSMERG.**

The objective of this RFQ is to "Prequalify" Respondents to provide Debris Monitoring Services following disasters as activated by the City. Respondent shall appoint a single Point of Contact (SPOC) for each Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFQ response should be clear on how the Respondent will assist the City for Debris Monitoring. Future Projects may consist of floods, hurricanes, tropical storms, urban/wildfire, tornados, winter storms, dam failures, earthquakes or any natural or man-made disaster. The City is prepared to handle minor events through use of existing Personnel, part time employees, reassignments, and mutual aid agreements. The City of Gautier will receive qualifications from firms having specific experience and

qualifications in the areas identified in this request. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Debris Monitoring. Other information required by the City may be included elsewhere in the request.

All respondents shall provide key resumes of staff to be assigned to projects. References and examples of similar work, and other data that demonstrates the respondent's experience in the area of Debris Monitoring will also be required.

A City Selection Committee will review and assess all responses. This committee will only have the responses to the request to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work. Assessments/Scoring of the responses will be based as follows:

A. The overall quality of the plan for performing Debris Monitoring Services including Safety Practices and Historic Preservations. The plan must maintain a full understanding of the requested services, integrity, and compliance with public policy. Consideration will be given to the entirety and specific requirements of the request. (Important-30 points)

B. Respondent ability to perform the Debris Monitoring Services as reflected by past performance, general experience, specific experience in providing the services, and the qualifications and abilities of personnel to be assigned to perform such services. (Very Important – 30 points)

C. The personnel, equipment, facilities, technical, and financial resources to perform this type service currently available or demonstrated to be made available at the time of request and possible future contracting. (Important – 20 points)

D. A record of past performance of similar work. (Critical – 20 points)

Response shall contain the following Information:

1. Be authorized to conduct business in the State where your Office Headquarters is located.
2. Be able to provide Monitoring of all disaster related debris, as set forth in the Scope of Services hereto and incorporated herein by reference (the "Services").
3. Be willing and capable of performing the Services in a timely manner, including, but not limited to, maintenance of proper documentation, proper documentation preparation and management, and event closure services.
4. Be knowledgeable and have experience in the provision of the Services and insuring that Services are in line with FEMA practices.

5. Be able to perform the Services in a timely manner and on short notice, recognizing that in the event of a disaster and issuance of a Task Order, the City desires maximum percentage of completion of projects within the allotted time frames. Maximum Debris Removal within the first 30 days is desirable and the City prefers not to exceed 90 days for completion of any project however the maximum allotted time frame could extend to 180 days or more.
6. Provide SAM (System for Award Management) Number if available. Registration with SAM is not required however if available it will be reviewed for any current status.

Respondent additional information:

1. Name of respondent, location of respondent's principal place of business, type of company, and the place of performance for any proposed contract.
2. Age of responders business and the average number of employees over the past three (3) years.
3. Resume' listing abilities, qualifications, and experience of key individuals who will be assigned to provide the required services.
4. Listing of three similar projects under which services similar in scope, size, or discipline were performed or undertaken, including at least three (3) references for current projects or those awarded during the past six (6) years.
5. List five (5) or more projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information in the request must be completed. Responses containing incomplete data will be rejected.
6. A Technical Plan giving as much detail as practical explaining how the services will be performed.
7. Plan for subcontractor participation. Note, per FEMA FP-104-009-2 (April 2017) **Procurement Standards page 30 Vendors shall conduct all necessary affirmative steps to ensure the use of minority, women's business enterprises, and labor surplus area firms when possible.** Respondent can utilize the Mississippi Development Authority (or other state systems) to assist in locating such companies by using the established MDA Search utility at <http://minority.mississippi.org/> or <http://www.mnbr.org>. The Small Business Administration and the Department of Commerce's Minority Business Development Agency can also be utilized to solicit these businesses. A Disadvantaged Business Enterprise (DBE) may also be considered. **Respondent shall provide a minimum one half page article on how they will address this task.**

INSURANCE REQUIREMENTS

Prior to the signing of any contract, respondent agrees to furnish the City with all applicable certificates of insurance. The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned insurance. **Proof of Insurability must be provided with the response.**

Within 24 hours following the signing of any contract, respondent shall provide copies of insurance policies including all endorsements.

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

B. Worker's Compensation - Proposer shall provide a policy with employer's liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice. Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

C. Business Automobile Liability – Proposer shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent.

D. Professional Liability (Errors & Omissions) – Proposer shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to any contract or shall be at least twice the required per claim limit.

The Respondent shall save and hold the City harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of any contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Responder, any subcontractor, agent or employee.

Any contract will require a maximum dollar cap according to the magnitude of the disaster. The City may establish an amount based on a percentage of estimated debris.

Response

All submitted RFQ's become the property of the City and subject to all applicable public records laws include the Mississippi Public Records Act of 1983.

The release of the Request for Qualification does not form an acceptance of any offer, nor does such release in any way obligate the City to execute a contract with any other party. The City of Gautier reserves the right to accept, reject, or negotiate any or all RFQ responses on the basis of the criteria contained within this document. The final decision to execute a prequalification status with any party will be decided by the City.

Response Acceptance

The original and ten (10) copies of the response and all attachments (eleven copies total) along with one electronic copy of the response saved as a .pdf file and stored on a CD or jump drive shall be signed and submitted in a sealed envelope or package to: **Sherry Farabee, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553 no later than 10:00 a.m. Central Time on August 28, 2018. No electronic or facsimile copies of the RFQ will be accepted.** Timely submission of the RFQ is the responsibility of the respondent. Responses received after the specified time shall be rejected and returned to the respondent unopened. **The envelope or package shall be marked with the RFQ opening date and time and shall be marked "RFQ to establish a Prequalification List for Debris Monitoring Assistance for The City of Gautier Mississippi".** The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. **Each page of the RFQ, all attachments and the CD/Jump Drive shall be identified with the name of the respondent.**

Responses to the RFQ will be opened in the City of Gautier Council Chambers located in City Hall at 3330 Highway 90, Gautier, MS 39553 at 1:00 p.m. on Tuesday, August 28, 2018, after which time they will be referred to the Selection Committee.

Proprietary Information

The respondent should clearly mark any and all pages of the response considered to be proprietary information which may remain confidential in accordance with current State Code.

When the City receives a request to release information designated as confidential or proprietary by a respondent, the City shall promptly notify the owner of the information of the request. The owner of the information shall promptly institute appropriate legal proceedings to protect its information. If the City receives a court order it will then notify the requestor that the information is protected by court order and cannot be furnished.

Debarment

By submitting a response to this RFQ, the respondent including principles and or owners certifies that he/she is not currently debarred from participating in any Federal or State Grant Programs.

Procurement Guidelines

Respondents are requested to review the City of Gautier Disaster Services Required and Available Clauses attached as exhibits. Not all items will be included in future contracts but Respondents must accept these guidelines to establish a quick and clear understanding following any disaster.

The following clauses are required conditions when soliciting information for services:

1. Acknowledgment of Amendments

Respondents shall acknowledge receipt of any amendments by copying and signing and being a part of the request. Amendments may include Questions/Answers.

2. Applicable Law

Any Contract as a result of this RFQ and/or future RFP's shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Respondent shall comply with applicable federal, state, and local laws and regulations.

3. Availability of Funds

It is expressly understood and agreed that the obligation of the City to issue any contract as a result of any RFP is conditioned upon the appropriation of funds by the City of Gautier.

4. Representation Regarding Contingent Fees

Respondent represents that it has not retained a person to solicit or secure future contracts upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Respondents response.

5. Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

6. Compliance with Laws

The Respondent understands that the City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Respondents agree during the term of any agreements that the Respondent will strictly adhere to this policy in its employment practices and provision of services. The Respondent shall comply with, and all activities under this agreement shall be subject to, all applicable federal,

State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

7. E-Verification

Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Respondent to the following:

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

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

8. Transparency (7-1-2016)

Future contracts, including any accompanying exhibits, attachments, and appendices, are subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. Information identified by Respondent as trade secrets or other proprietary information which is deemed confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

9. Approval

It is understood that any future contract requires approval by the Gautier City Council in writing evidenced upon the minutes. If any contract is not approved in writing evidenced on the minutes it is void and no payment shall be made hereunder.

10. Confidential Information

“Confidential Information” shall mean: (a) those materials, documents, data, and

other information which the Respondent has designated in writing as proprietary and confidential; and, (b) all data and information which Respondent acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following to the extent allowed by Mississippi Law:

- (1) to protect all confidential information provided by one party to the other;
- (2) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; and,
- (3) except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
- (4) to do so by using those methods and procedures normally used to protect the party's own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Respondent or its subcontractors shall rest with the Responder.

11. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended). If a public records request is made for any information provided to the City pursuant to any agreement, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party shall be liable to the other party for disclosures of information required by court order or required by law.

12. Attorney's Fees and Expenses

Subject to other terms and conditions of possible future contracts, in the event the Respondents defaults in any obligations under the agreement, the respondent shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. Respondent agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to any Respondent.

13. Authority to Contract

Respondent warrants: (a) that it is a validly organized business with valid authority to enter into an agreement; (b) that entry into and performance into an agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (c) notwithstanding any other provision of agreements to the contrary, that there are no existing legal proceedings or prospective legal

proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under any agreement.

14. Respondent Personnel

The City shall, when contracting, have the right of reasonable rejection and approval of staff or Subcontractors.

15. Failure to Deliver

In the event of failure of the respondent to deliver services in accordance with the terms and conditions of any contract, the City, after due oral or written notice, may procure the services from other sources and hold the Respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

16. Failure to Enforce

Failure by the City at any time to enforce contractual provisions will not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of any contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

17. Independent Respondent Status

Respondents shall, at all times, be regarded as an independent Respondent under future contracts and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Respondent, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Respondent.

18. No Limitation of Liability

Nothing in any future Agreement shall be interpreted as excluding or limiting any tort liability of the Respondent for harm caused by the intentional or reckless conduct of the Respondent or for damages incurred through the negligent performance of duties by the Respondent or the delivery of products that are defective due to negligent construction.

19. Notices

All notices required or permitted to be given under any agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Respondent: **Name:** _____
Title: _____
Respondent: _____
Address: _____

For the City: Paula Yancey

*City Manager
3330 Highway 90
Gautier, MS 39553*

20. Ownership of Documents and Work Papers

The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with any contract services, except for the Respondent's internal administrative and quality assurance files and internal project correspondence. The Respondent shall deliver such documents and work papers to the City upon termination or completion of each project. The Respondent shall be entitled to retain a set of such work papers for its files. Respondent shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

21. Record Retention and Access to Records

Provided the Respondent is given reasonable advance written notice and such inspection is made during normal business hours of the Respondent, the City or any duly authorized representatives, shall have unimpeded, prompt access to any of the Respondent's books, documents, papers, and/or records which are maintained or produced as a result of any contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be retained by the Respondent for three (3) years after final Declaration Closeouts. However, if any audit, litigation or other action arising out of or related in any way to future contracts is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

22. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

23. Termination for Convenience

1. Termination. The City may, when the interests of the City so require, terminate any contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Respondent specifying the part of any contract terminated and when termination becomes effective.

2. Respondent's Obligations. Respondents shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Respondent will stop work to the extent specified. The Respondent shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Respondent shall settle the liabilities and claims arising out of any termination of subcontracts and orders connected with the terminated work. The City may direct the Respondent to assign the Respondent's right, title, and interest under terminated orders or subcontracts

to the City. The Respondent must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

24. Termination for Default

(1) *Default.* If Respondent refuses or fails to perform any of the provisions of any contract with such diligence as will ensure its completion within the time specified in any contract or any extension thereof, or otherwise fails to timely satisfy contract provisions, or commits any other substantial breach of any contract, the procurement officer may notify the Respondent in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the procurement officer, such officer may terminate Respondent's right to proceed with a contract or such part of a contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the procurement officer. Respondent shall continue performance of any contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Respondent's Duties.* Notwithstanding termination of contracts and subject to any directions from the procurement officer, Respondent shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Respondent in which the City has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due Respondent such sums as the procurement officer deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Respondent shall not be in default by reason of any failure in performance of any contract in accordance with its terms (including any failure by Respondent to make progress in the prosecution of the work hereunder which endangers such performance) if Respondent has notified the procurement officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Respondent shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Respondent to meet contract requirements. Upon request of

Respondent, the procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Respondent's progress and performance would have met the terms of any contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of Respondent's right to proceed under the provisions of this clause, it is determined for any reason that any contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if any contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under any contract.

25. Termination upon Bankruptcy

Any future Contract may be terminated in whole or in part by the City upon written notice to Respondent, if Respondent should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Respondent of an assignment for the benefit of its creditors. In the event of such termination, the Respondent shall be entitled to recover just and equitable compensation for satisfactory work performed under any contract, but in no case shall said compensation exceed a total contract price.

26. Third Party Action Notification

Respondent shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against respondent by any entity that may result in litigation related in any way to any agreements.

27. Unsatisfactory Work

If at any time during any contract term, the service performed or work done by the Respondent is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, the Respondent shall, on being notified by the City, immediately correct such deficient service or work. In the event the Respondent fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Respondent.

28. Waiver

No delay or omission by either party to any agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contracts, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to any agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of any agreement will void, waive, or change any other term or condition. No waiver by one party to any agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

REQUIRED FEDERAL PROCUREMENT CLAUSES

1. Equal Employment Act 41 CFR 60-1.4.

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

Respondent shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations of these acts must be reported to the City so they can be reported to FEMA.

3. Retention of Records

Respondent will be required retain all records associated with each project for three (3) years after the City or the sub recipient make final payments and Declaration Closeouts are posted, and all other pending matters are closed.

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

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

5. Debarment and Suspension

Respondent shall not subcontract with any parties listed on the government-wide Excluded Parties List System in the **System for Award Management (SAM)**, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."

6. Byrd Anti-Lobbying Amendment

Respondent certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Respondent shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Respondent shall require all subcontractors to submit these same certifications. **See Attachment B.**

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

**8. FEMA Executive Order 12250; Coordination of Civil Rights Statutes.
EVALUATION PROCEDURE PROCESS:**

1. Qualifications of Respondent

Respondents may be required before the award of any contract to show to the complete satisfaction of City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Respondents may be required to provide legal understanding of both the City's Disaster Services Required and Available Clauses as well as the Federal Office of Management and Budget Super Circular. Respondents may also be required to give a past history and references in order to satisfy the City in regards to the Respondent's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy the City that the Respondent is properly qualified to carry out the obligations of future contracts and to complete the work described therein. Evaluation of the Respondent's qualifications shall include: Evaluation of the Respondent's qualifications shall include:

1. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
2. The ability of Respondents to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent; and,
4. The quality of performance of previous contracts or services.

First Step: RFQ's will be reviewed to meet compliance with the request. RFQ's that do not comply with the specifications will be rejected and no further consideration given.

Second Step: RFQ's that complete the First Step will be reviewed/analyzed for determination if the response adequately meets the needs of the City. The following factors will be utilized:

1. The overall quality of the proposed plan and for performing the required services – the plan should reflect an understanding of the project and its objectives. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. (Critical - 30 points)

2. Respondent's ability to perform such services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualification and abilities of Personnel proposed to be assigned to perform the services. This includes the ability of the respondent to provide a work product that is legally defensible. (Very Important - 30 points)
3. The Personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. (Important - 20 points)
4. A record of past performance of similar work. (Critical - 20points)

Third Step: The City if necessary may contact the most qualified Respondents by telephone to schedule an interview.

SCOPE OF WORK FOR POSSIBLE FUTURE PROJECTS:

(All Projects will be determined as to the type of Services per Event and must contain a Dollar Cap per Project). No Pricing is required for this Request for Qualification, a Request for Proposal will be issued following an Event that requires Contract Services as determined by the City of Gautier.

The City of Gautier is seeking Service proposals for Prequalification of Debris Monitoring Firms. Qualifications are sought for Monitoring of federally declared disaster related debris, of every kind and nature from public rights of way (and/or private property if approved by the State), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of this Service however if the City or State authorizes the ROE it will become part of the Service. The City seeks responses for said services within the unincorporated areas. The City will evaluate the Qualifications on what is in the best interest of the City and the nature of future events. The City will seek to identify qualified respondents to oversee either City Task Force or Debris Removal Contractor(s). It shall be noted that any Contract would be for payment of "Only Debris Services that FEMA Determined Eligible" and is consistent with FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-02 dated April 2017. A Scope of Work (SOW) is provided for respondents to review in detail, the SOW is detailed as to the terms of request and Respondent should acknowledge each line item. Should a respondent take exception to any line items in the SOW it should be clearly stated within the response.

Scope of Work

Respondents must provide a technical overview for debris monitoring as to how they would respond to different types of events including: Tornados, Hurricanes, Tropical Storms, Floods, Straight Line Winds, Ice Storms, Fires, and Man Made. A Historic Preservation overview is also required in the response.

The scope of services as described below shall be considered minimum standards to meet in responding to future RFP's and/or providing services in the event the Respondent is awarded debris monitoring service. The monitoring services Respondent shall be experienced and knowledgeable in handling and executing disaster debris removal and disposal monitoring in compliance and consistent with the policies and publications of MEMA, FEMA, and FHWA. Throughout these specifications, any reference to FEMA shall also imply FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved.

Examples of guidelines and regulations include but are not limited to the following:

FEMA Public Assistance Program and Policy Guide (PAPPG) FP 104-009-02 April 2017 and the NOAA Mississippi Marine Debris Emergency Response Guide (MSMERG).

The City will designate a Debris Task Force Manager (DTFM) that will act as the Point of Contact for each event. The DTFM POC may consist of a City Employee, a Professional Contractor, or the City Engineer according to the type and size of any activation.

The respondent will work with the City Debris Task Force Manager by assisting in determining the amounts of debris prior to beginning services.

Respondent will work with all associated teams including MEMA, FEMA, City, Debris Removal Contractors, and FHWA as needed for timely project completions, cost effectiveness, and maximum FEMA Category A reimbursements.

Respondent will measure and certify all equipment associated with either the City Task Force or approved removal contractor(s).

Respondent will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Debris Task Force Manager any safety issues or irregularities.

Respondent will report any delays, issues or concerns by the City or Removal Contractor to the City Task Force Manager.

Respondent will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Hand written Load tickets will either be provided by the City or by the Removal Contractor. Should the respondent be positioned to offer e-ticketing a description should be included in the technical overview for this service. Should the Respondent offer e-ticketing future pricing for any additional devices should be included in the hourly rates for any positions that may be utilizing the devices. Respondent will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either hand written or electronic tickets must be completed in detail

for each line item. Photo documentation must be provided from cradle to grave and correlate with the load tickets.

Respondents will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Debris Task Force Manager that will be sent to MEMA and FEMA daily.

Respondent will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Debris Task Force Manager.

As a minimum the respondent must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical. Engineering level positions are not typically required for this service.

Respondent will be required to document any damage to City or private property caused by the removal contractor(s). Respondent should also document any City infrastructure damage caused by the event.

Respondent must be able to activate within 24 hours of notification to proceed by the City.

Respondent must certify that the company or any of its principles are not barred from performing any Federally Funded Projects including FEMA and the FHWA.

SCOPE OF POSITIONS

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declarations.

Respondents may provide e-ticketing service however it is not mandatory for this request.

Project Manager:

Respondent will provide a Project Manager to oversee debris monitoring activities.

1. Oversight and Supervision of Monitor field activities.
2. Scheduling of Monitoring resources and deployment timing.
3. Communication and coordination with City Personnel.
4. Make suggestions to improve the efficiency of collection and removal of debris.
5. Coordinate daily activities and future planning.
6. Remain in contact with DTFM.
7. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
8. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).

9. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.
10. Communicate with Debris Removal Contractor(s) to assist with logistics and overall debris removal programs.

Field Debris Monitors and Roving/Operations Manager:

Respondent will perform on-site, street-level work area inspections of debris cleanup and collection. Respondent will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of nine Field Monitors.

1. Provide field monitor Personnel at designated areas to check and verify information on debris removal.
2. Monitor collection activity of trucks.
3. Issue manifest load tickets at loading site for each load.
4. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
5. Assist Contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mail boxes, etc. to help prevent damage from loading equipment and to look for potential problems.
6. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your Roving Manager.
7. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
8. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
9. Properly monitor and record performance and productivity of debris removal crew.
10. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the DTFM.
11. Assist Contractor to ensure that loads are contained properly before leaving the loading area.
12. Ensure only eligible debris is collected for loading and hauling.
13. Ensure only debris from approved public areas is loaded for removal.
14. Perform other duties from time to time as directed by the debris management project manager or DTFM.
15. Provide photographs, GPS Coordinates, and other documentation as required.

Fixed Site Debris Monitors:

Respondent will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

1. Provide disposal site monitors and inspectors Personnel.

2. Rate Load and complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.
3. Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area.
4. Remain in contact with debris management/dispatch center or supervisor.
5. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
6. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
7. Ensure trucks leaving the disposal area are empty.

Data Managers:

Respondent will provide Personnel to oversee electronic documentation including:

1. Excel Spreadsheets as to amounts of debris collected daily.
2. Maintenance and data transfer of e-ticketing system if applicable.
3. Data Retention and back up of Data Retention for a minimum of 5 years at the expense of the respondent.
4. GPS devices and oversight of coordinating with FEMA on accuracy.
5. GIS coordination with the City, PDD, and/or state.

Clerical:

Respondent will provide Personnel to assist with data collection daily.

1. Enter daily data into either Excel Spreadsheets or e-ticketing system.
2. Verify Billing.
3. Audit billing vs. invoices.
4. Prepare cover documentation for services and create a filing system either electronic and or paper.
5. Respond to the general public regarding questions related to Debris Removal operations.

Terms:

Any Contracts will be established per event as activated.

Deployment

Respondent must be prepared to deploy within 24 hours from the notice to proceed. Respondent staffing levels shall be efficient and coincide with the scale of the debris removal operations and must be approved by the DTFM prior to deployment. The respondent shall obtain approval from the City for any increase in the staffing levels.

The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.

CONSIDERATIONS

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's Personal and equipment is the

responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City.

The City may suspend respondent's operations due to inclement weather. The performance period may be extended for weather delays.

The Respondent shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

Name _____

Company _____

Telephone Number _____

Signature _____ Date _____

REQUIRED CHECKLIST/SIGNATURE PAGE

Employees not to Benefit

I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract. _____ CONFIRMED

Conflicts of Interest

The Respondent

is is not

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

Representation Regarding Contingency Fees

The Responder

has has not

retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.

Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

_____ Initial

Collusion

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

_____ Initial

Acceptance of Conditions

I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document. _____ Initial

Proprietary Information

This response

[] does [] does not
contain proprietary information. If there is proprietary information contained in this
quote it is clearly marked as propriety and can be found at

_____.

I hereby certify that the responses to the above representations, certifications, and
other statements are accurate and complete. I agree to abide by all conditions of the
response and certify that I am authorized to sign for our company.

Signature

Date

Name (Printed)

Title

ATTACHMENT A: CONFLICTS OF INTEREST

- 1. List the names of Members of the Respondent’s Board of Directors or other Governing Body:

- 2. Are any Members of the Governing Body or Project Staff also City of Gautier employees?

Check one, only: YES NO

- 3. If Yes, please list the name of the City employee(s) and the position held within the City.

- 4. Are any Members of the Governing Body or Project Staff also Spouses, Parents, or Children of the City of Gautier Employees?

Check one, only: YES NO

- 5. If Yes, List the Name and Relationship to the employee:

- 6. List all other current contracts with City of Gautier if any (include \$ amount/start/end dates):

- 7. Contractor’s Signature:

Signature

Date

ATTACHMENT B

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned **Contractor Name:** _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT C
ACRONYMS

C & D	Construction and Demolition
DAT	Damage Assessment Team
DFO	Disaster Field Office
DMTF	Debris Management Task Force
MDOT	Mississippi Department of Transportation
DPW	Department of Public Works
EMA	Emergency Management Agency
EOC	Emergency Operation Center
EOP	Emergency Operation Plan
EPA	Environmental Protection Agency
ESF	Emergency Support Function
FCO	Federal Coordination Officer
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographical Information System
HHW	Household Hazardous Waste
HW	Hazardous Waste
ICS	Incident Command System
IW	Infectious Waste
MAA	Mutual Aid Agreement
MDAH	Mississippi Department of Archives and History
MDEQ	Mississippi Department of Environmental Quality
MSMERG	Mississippi Marine Emergency Response Guide
MDWFP	Mississippi Department of Wildlife Fisheries and Parks
MDMR	Mississippi Department of Marine Resources
MOU	Memorandum of Understanding
NIMS	National Incident Management System
NOAA	National Oceanic and Atmospheric System
NRCS	National Resource Conservation Service
PA	Public Assistance
PAO	Public Assistance Officer
PDA	Preliminary damage Assessment
PIO	Public Information Officer
PW	Project Work Sheet
PAPPG	Public Assistance Program & Policy Guide (FP 104-009-2)
PD	Putrescent Debris (debris that will decompose or rot)

ROW	Rights of Way
SBA	Small Business Association
SCO	State Coordinating Officer
SHPO	State Historical Preservation Office
SWM	Solid Waste Management
TDM	Temporary Debris Management
TDSR	Temporary Debris Storage and Reduction
USACE	U S. Army Corps of Engineers
UDSA	U.S. Department of Agriculture
USCG	U.S. Coast Guard
USFWS	U.S. Fish and Wildlife Service

CITY OF GAUTIER, MISSISSIPPI

REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to “City” shall mean City of Gautier, Mississippi.

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 the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City Council, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the

occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City Council shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City Council decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment

number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. 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 agreement may subject Contractor to the following:

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

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

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

CITY OF GAUTIER, MISSISSIPPI

CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS, PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER SERVICES

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms “bid” and “bidder” to “offer” and “offeror,” “bid form” to “proposal form,” “invitation for bid” to “request for proposal,” and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions of the bid document must be submitted in writing to Sherry Farabee, Purchasing Director, at 3330 Highway 90, Gautier, Mississippi 39553 or sfarabee@gautier-ms.gov. Questions concerning the technical portions of the bid document should be directed to [name of contact person] at [address/fax machine number/email address]. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and ten (10) copies of the bid form, eleven (11) copies total, shall be signed and submitted in a sealed envelope or package to Sherry Farabee, Purchasing Agent at 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith
- (2) The price bid is substantially lower than those of other bidders because of a mistake.
- (3) The mistake is a clerical error, not an error of judgment.
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the

preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City of Gautier. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the County within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

- (1) A business license valid in the City of Gautier, Mississippi.
- (2) A professional license or certificate in the field of [specialty area].
- (3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

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, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City 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 time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

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 non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

PRE-BID CONFERENCE (MANDATORY)

A mandatory pre-bid conference will be held at [time] on [date] at [location]. All interested parties are required to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Because the City considers the conference to be critical to understanding the bid requirements, attendance is mandatory in order to qualify as a bidder. Minutes of the conference [will/will not] be published.

PRE-BID CONFERENCE (OPTIONAL)

An optional pre-bid conference will be held at [time] on [date] at [location]. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference [will/will not] be published.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- (4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of [percentage] of the amount of the bid made payable to the City of Gautier shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of a performance bond. The failure of the bidder to accept an award and file acceptable performance and payment bonds within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the [agency] as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

(2) Performance surety: A performance bond in the amount of 100 percent of the bid shall be required of the successful bidder to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: A payment bond in the amount of 100 percent of the bid shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(4) Alternative surety: A certified check for cash escrow deposit in the face amount of the contract such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of a bid, payment, or performance bond subject to approval by the City's attorney.

(5) In no event shall the requirement for a bond be waived.