

City of Hattiesburg, MS

*200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401*



Special Called Meeting

Monday, January 23, 2017

4:30 PM

Council Chambers

City Council

1. **2017-173** Adopt a Resolution declaring a state of emergency due to the EF3 tornado that hit Hattiesburg in the early morning hours of Saturday, January 21, 2017.
 1. RES - State of Emergency, 1-23-17
 2. Proclamation of Existence-Local Emergency

2. **2017-176** Approve and Authorize Request for Proposals for service related to debris removal services related to the January 21, 2017 Tornado as established with MS Code 31-7-1; Authorize Advertisement for bids.
 1. Request for Propsals
 2. Bid Advertisement
 3. Debris Removal Contract

3. **2017-178** Approve and Authorize Request for Proposals for service related to debris monitoring services related to the January 21, 2017 Tornado as established with MS Code 31-7-1; Authorize Advertisement for bids.
 1. Request for Propsals
 2. Bid Advertisement
 3. Debris Monitoring Contract

4. **2017-174** Declare State of Emergency that began January 6, 2017, as a result of a Winter Storm ended, effective January 9, 2017.

5. **2017-175** Approve order of curfew for 9 p.m. - 6 a.m. issued for areas of the City affected by the tornado that hit January 21, 2017.
 1. Curfew, 1-21-17
 2. Hattiesburg Tornado 1-21-17 Map

6. **2017-177** Discuss and take action, if necessary, on any other tornado-related matters of business.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-173

MEETING DATE: 01/23/2017

MINUTE BOOK NUMBER:

Brief Title: RES - State of Emergency, EF3 Tornado

Title: Adopt a Resolution declaring a state of emergency due to the EF3 tornado that hit Hattiesburg in the early morning hours of Saturday, January 21, 2017.

Type: Resolution

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: RES - State of Emergency, 1-23-17, Proclamation of Existence-Local Emergency

File Created: 01/23/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

RESOLUTION DECLARING A STATE OF EMERGENCY

WHEREAS, the City of Hattiesburg's governing authorities recognizes the existence of a local emergency occurring as a result of the EF3 tornado that hit Hattiesburg in the early morning hours of Saturday, January 21, 2017; and,

WHEREAS, the governing authorities of the City of Hattiesburg recognize that this local emergency means the existence of conditions of disaster or extreme peril to the safety of persons and properties within the City limits of the City of Hattiesburg caused by this storm; and,

WHEREAS, such conditions are beyond the normal control of services, personnel, equipment, and facilities; and,

WHEREAS, this emergency is a result of a natural disaster resulting in loss of lives, injuries to the population, substantial damage and loss of property; and,

WHEREAS, this natural emergency was caused by a natural event, to wit: a category EF3 tornado; and,

WHEREAS, this Resolution meets those requirements contained in Code Section 33-15-5 of the Mississippi Code of 1972, as annotated and amended; and,

WHEREAS, in order to carry out the provisions of Code Section 33-15-17 of the Mississippi Code of 1972, as annotated and amended, the City of Hattiesburg, through its governing authorities, is acting in accordance with the disaster relief as herein described;

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Hattiesburg, Mississippi do hereby authorize the appropriate personnel to enter into contracts and incur obligations necessary to combat this disaster, protecting the health and safety of persons and property and providing emergency assistance to the victims of this disaster, and authorizing them to exercise those powers vested under Mississippi law, in light of the exigencies of the extreme emergency situation, without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work: entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, and the appropriation and expenditure of public funds as outlined in Mississippi Code Section 33-15-17, sub-paragraph (B), (1972, as amended).

The governing authorities of the City of Hattiesburg, having declared a local emergency as defined in Mississippi Code Section 33-15-5 (1972 as amended), will review the need for continuing the local emergency at least every seven days until such local emergency is terminated and shall proclaim the termination of such local emergency at the earliest possible date that conditions warrant. During this emergency, the Mayor is hereby authorized to issue orders or regulations concerning the protection of life and property, including the imposition of a curfew within designated boundaries where necessary to preserve public order and safety. Such orders or regulations will be in writing and terminated in writing. Imposition of a curfew shall not be construed as restricting in any manner the existing authority to impose a curfew pursuant to police power for any other lawful purpose.

Further, the Mayor is authorized to act in accordance with Mississippi Code Section 33-15-49, a copy of which is attached hereto as Exhibit “A”.

Section 1. That public interest and necessity requiring same, this Resolution shall become effective immediately.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted, this the 23rd day of January, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 23rd day of January, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

(by City Council or County Board of Supervisors)

WHEREAS, Hattiesburg City of the City Council /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by Tornado

(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 0335 AM/PM on the 21 day of January, 20 17; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the City / County of Hattiesburg, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan.

DATE: 01/21/2017

Johnny S. DeRue
Mayor / President of Board of Supervisors

ATTEST:

Councilperson / Supervisor

Clerk of City / Chancery
Clerk for Board of Supervisors

Councilperson / Supervisor

Councilperson / Supervisor

City / or County, State of MS

Councilperson / Supervisor



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-176

MEETING DATE: 01/23/2017

MINUTE BOOK NUMBER:

Brief Title: Request for Proposals-Debris Removal

Title: Approve and Authorize Request for Proposals for service related to debris removal services related to the January 21, 2017 Tornado as established with MS Code 31-7-1; Authorize Advertisement for bids.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar
Rutland

Attachments: Request for Propsals, Bid Advertisement, Debris
Removal Contract

File
Created: 01/23/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication
Information:

History of Legislative File

REQUEST FOR PROPOSAL

Debris Removal Assistance for the City of Hattiesburg Mississippi for **DR-TBD**

To: Debris Removal Companies interested in Debris Removal for the City of Hattiesburg Mississippi.

From: Lamar Rutland, City Engineer

Date: **January 23, 2017**

Subject: Request for Proposal (RFP) for Debris Removal Firms to Assist the City of Hattiesburg for **DR-TBD**

Contact Name: Lamar Rutland, City Engineer

Contact Phone Number: 601-545-4540

Contact E-mail Address: lrutland@hattiesburg.com

SUMMARY OF THE RFP

Hattiesburg Mississippi, (hereinafter “City” or “Hattiesburg”) is seeking Firms for Disaster Debris Removal Assistance. This Request for Proposal (RFP) will be open for public bid until **Saturday January 28th, 2017 at 10:00 AM**. The City of Hattiesburg Debris Management Team will open the bids for review by the City Council and will score the Respondent for consideration. The City Council has determined that City Personnel/Equipment and Mutual Aid Agreements are not sufficient to perform the duties required for this Declaration.

Hattiesburg will utilize the Mississippi Personal Services Contract Review Board (PSCRB) Rules and Regulations as a guideline for this RFP. The PSCRB is established and maintained by the Mississippi State Personal Board (MSPB) for guidelines for State Agencies; Local Governments may adopt these guidelines for their stringent and qualifying Attributes and Compliances. The MSPB is not required to approve this request, however responding firms should make themselves aware of these guidelines for legalities associated with this type agreement and possible contract.

Pricing is sought for the removal of disaster related debris, of every kind and nature from public rights of way (and/or private property if approved by FEMA and MEMA), 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 project however if the City, State, MEMA, or FEMA authorizes ROE it will become part of this project.

The City will seek services City-wide. Respondent are cautioned to review this Request as the Federal Office of Management and Budget (OMB) has introduced new guidelines

per the "Super Circular" (2 CFR 200.318 through 326 for non federal entities) for all Federal Agencies participating in Federal Grants including FEMA and the FHWA. Respondent should be aware of all Historical Preservation Laws; Hattiesburg possesses several sites/districts listed on the Historical Register (**SEE ATTACHMENT A**).

It shall be noted that this Request for Proposal is consistent with the *FEMA Public Assistance Program and Policy Guide FP-104-009-2 (January 2016)*. This request, contract, and event expenditures are not conditioned upon receipt of FEMA funding.

The objective of this RFP is to identify and contract for debris removal services. Respondent shall appoint a single Point of Contact (SPOC) that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), FEMA, and the FHWA as required. The RFP responses should be clear on how the Respondent will assist Hattiesburg for Debris Removal. This declaration is a result of an **EF-3 Tornado occurring on January 21, 2017**.

The City will receive proposals 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 Removal. Other information required by the City may be included elsewhere in the request.

All Respondent 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 Removal will also be required.

A City Debris Committee will review and assess all responses. The committee will only have the responses to the request to review for selection of finalists. It is, therefore, important that Respondent 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 Removal Services. The plan must maintain a full understanding of the requested services and compliance with public policy. Consideration will be given to the entirety and specific requirements of the request. (25 points)

B. Respondent ability to perform the Debris Removal Services as reflected by general experience, specific experience and integrity in providing the services, and the qualifications and abilities of Personnel to be assigned to perform such services. (Very Important – 25 points)

C. The Personnel, equipment, facilities, 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 – 15 points)

D. A record of past performance of similar work. (Critical – 15 points)

E. Pricing (Very Important-20 points)

Respondent's Response shall contain the following Information:

1. Be authorized or prove intent to transact business in the State of Mississippi (the "State").
2. Be able to provide removal 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 in insuring that Services are in line with standard FEMA/FHWA practices.
5. Be able to perform the Services in a timely manner and on short notice, recognizing that in the event of 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 from the Declaration date is desirable and the City prefers not to exceed 90 days for completion of the project.**
6. Provide SAM (System for Award Management) Number if available however not required.

Respondent additional information:

1. Name of respondent, location of respondent's principal place of business, and the place of performance of possible contracts.
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 projects under which services similar in scope, services, or discipline were performed or undertaken, including at least three awarded during the past six (6) years.
5. List three (3) 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 this 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 (January 2016) **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.

INSURANCE AND BONDING REQUIREMENTS

Bonding Requirements: This Projects will require a 5% Bid Guarantee as required by the City.

A Performance and Payment Bond for six million (\$6,000,000.00) is required and must be delivered within 24 hours if contracted.

- A. Performance Bond:** Respondent agrees to provide the City with performance bond payable to, in favor of, or for the protection of the City for the work to be performed in the amount six million dollars (\$6,000,000.00) **Respondent must provide with the response a letter from the Carrier stating their ability to cover amount.**
- B. Payment Bond:** Respondent agrees to provide the City with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in the amount of six million dollars (\$6,000,000.00) the Project. **Respondent must provide with the response a letter from the Carrier stating to cover this event.**

Response

All submitted RFP'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 this Request for Proposal 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. Hattiesburg reserves the right to accept, reject, or negotiate any or all responses on the basis of the criteria contained within this document. The final decision to execute any contract with any party will be decided by the City.

Response Acceptance

The original and four (4) copies of the response and all attachments (five 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: the **City of Hattiesburg Purchasing Clerk, at PO Box 1898 or 200 Forrest Street, Hattiesburg Mississippi 39403-1898 no later than 10:00 a.m. Central Standard Time on Saturday January 28, 2017. No electronic or facsimile copies of the RFP will be accepted.** Timely submission of the RFP 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 RFP opening date and time and the number of the request for RFP.** The time and date of receipt shall be indicated on the envelope or package by the **City Clerk's Office.** **Each page of the RFP, all attachments and the CD/Jump Drive shall be identified with the name of the respondent.**

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 properly designated as confidential or proprietary by an respondent, the City shall give the owner of this information a reasonable time to obtain a court order protecting the information as confidential. If the City receives a court order it must then notify the requestor that the information is protected by court order and cannot be furnished.

Debarment

By submitting a response to the RFP, the respondent certifies that he/she is not currently debarred from participating in any Federal or State Grant Programs.

Procurement Regulations and Guidelines

Respondent are required to review the Mississippi Personal Services Contract Review Board (PSCRB) Rules and Regulation that will be utilized for contracts <http://www.mspb.ms.gov/personal-service-contract-review-board/pscrb-rules-regulations.aspx>. Respondent must accept these guidelines to establish a quick and clear understanding of the City guidelines.

The following clauses are required conditions when soliciting information for personnel or services by the Personal Services Contract Review Board Rules and Regulations per Appendix D & F thus utilized by the City of Hattiesburg:

1. Acknowledgment of Amendments

Respondent 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 RFP shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding is conflicts of law's 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 a contract is conditioned upon the appropriation of funds by the City of Hattiesburg and **not** contingent on receipt of FEMA funds.

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 Respondent 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 6-204 (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 Respondent agree during the term of 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- AN ACT TO CREATE THE MISSISSIPPI EMPLOYMENT PROTECTION ACT; TO PROVIDE PROCEDURES FOR NEWLY HIRED EMPLOYEES AND THEIR EMPLOYERS; TO ENACT DEFINITIONS; TO REQUIRE EMPLOYEE VERIFICATION; TO PROVIDE EMPLOYER LIABILITY; TO SET UP EMPLOYER-EMPLOYEE PROGRAMS; TO MAKE PROVISIONS FOR THIRD-PARTY EMPLOYERS; TO DEFER TO FEDERAL LAW IN STATE LAW; TO ENACT EXEMPTIONS; TO DESIGNATE ENFORCEMENT DUTIES UNDER THE ACT; TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ACT; AND FOR RELATED PURPOSES). 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 City, to provide a copy of each such verification to the City. 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 any Agreement and ineligibility for any local/ 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 City due to contract cancellation of license or permits.

8. Transparency (PSCRB 7-1-16)

Contracts, including any accompanying exhibits, attachments, and appendices, are subject to the "Mississippi Public Records Act of 1983," codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-153 (<http://www.lexisnexis.com/hottopics/mscode/>) of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, future contracts may be required to be posted to the MS Department of Finance and Administration's (DFA) independent agency contract website for public access. Prior to posting a contract to the website, any information identified by the Respondent as to trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

9. Approval

It is understood that any contract requires approval by the Hattiesburg City Council. If any contract is not approved, 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:

- (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 local/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 Hattiesburg 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 the 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 future agreements and or contracts, in the event the Respondent 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 any 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 it is qualified (or is in process) to do business and in good standing in the State of Mississippi; (c) that entry into and performance under any agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) 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 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

Respondent shall, at all times, be regarded as an independent Respondent or Contractor under contract 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 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: *Purchasing Clerk*
 PO Box 1898
 Hattiesburg, MS 39403-1898

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. Record retention shall be maintained and all documentation per activation for three (3) years following any and all declaration closeouts. However, if any audit, litigation or other action arising out of or related in any way to this contract 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 the contract terminated and when termination becomes effective.

2. *Respondent's Obligations.* Respondent 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 (for future contracts)

(1) *Default.* If Respondent refuses or fails to perform any of the provisions of this agreement with such diligence as will ensure its completion within the time specified in a contract or any extension thereof, or otherwise fails to timely satisfy contract provisions, or commits any other substantial breach, the City may notify 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 City, such officer may terminate Respondent's right to proceed with a contract or such part of the 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 City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. Respondent shall continue performance of a 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 any contract and subject to any directions from the City, 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 a contract price. The City may withhold from amounts due Respondent such sums as the City 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 City 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 the Respondent to meet the contract requirements. Upon request of Respondent, the City 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 a 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 the 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 the 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 this 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 the 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. Davis Bacon Act (over \$2,000.00).

3. 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.

4. 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.

5. 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).

6. 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."

7. 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 C.](#)

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

9. FEMA Executive Order 12250; Coordination of Civil Rights Statues. EVALUATION PROCEDURE PROCESS:

1. Qualifications of Respondent

Respondent may be required before the award of any contract to show to the complete satisfaction of City that it has the necessary integrity, compliance with public policy, facilities, ability, past performance, technical, and financial resources to provide the service specified therein in a satisfactory manner. *[The Respondent may be required to provide legal understanding of both the Personal Service Contract Review Board Rules and Regulations as well as the Federal Office of Management and Budget Super Circular.](#)* Respondent will 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 Proposer fails to satisfy the City that the Proposer 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:

1. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
2. The ability of Respondent 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: RFP's will be reviewed to meet compliance with the request. RFP's that do not comply with the specifications will be rejected, and no further consideration given.

Second Step: RFP'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 - 25 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 - 25 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 - 15 points)
4. A record of past performance of similar work. (Critical – 15 points)
5. Pricing (Very Important-20 points).

Third Step: The City will contact the most qualified Respondent by telephone to schedule either a telephone interview or an onsite interview.

REQUIRED CLAUSES

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 this contract.

Conflicts of Interest

The Respondent

[] is [] is not

aware of any information bearing on the existence of any potential organizational conflict of interest. **See Attachment B**

Representation Regarding Contingency Fees

The Respondent

☐ has ☐ has not

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

Respondent Qualified to Transact Business

I certify that I/We are in compliance with Miss. Code Annotated § 79-4-15 regarding authorization to transact business in the State Mississippi. If a foreign corporation, meaning a corporation incorporated under a law other than the law of this state, I have provided a certificate of authority from the Mississippi Secretary of State or intent to certify. _____ 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

SCOPE OF WORK FOR PROJECT:

It is the Intent of this Project to remove Debris from the curb side and take directly to an approved Class 1 Rubbish Site. Tipping Fees are the responsibility of the Contractor. City property consist of Streets, Street right of Way, City Facilities including Mass Transit, Lagoon, Cemeteries, Recreation, Water Plant, Public Works, vacant lots, etc. Respondent(s) may be responsible for but not limited to the following:

1. Remove **Vegetative Debris** from road side as directed by the Debris Management Task Force (DMTF) Manager as established by the City. Vegetative Debris will be transported to a TDSR (Temporary Debris Reduction site) location for reduction as listed in this document. Tipping Fees will be the responsibility of the successful Respondent and should be included in the Exhibit B Fee Schedule. (It will be the Respondent(s) responsibility to Grind Vegetative Debris and remove Chips from the Temporary Site to a Final Disposal Site or recycle site). It should be noted that the City intends to sell the chips as a recycling effort if possible and will notify the successful Respondent(s) on its intent. The following location should accept Chips:

TDRS Locations:

**A City owned 40 Acre site located at the intersection on Faulkner Road and Gulfport Street.
N31.310761 W89273444**

Recycle Site for Chips if activated:

**Georgia Pacific Monticello, MS
Guy Wilkinson 601-320-0881**

**International Paper Bogalusa, LA
Will Thomas 985-750-0212**

**Ashley Farms
Raleigh, MS
Mike Ashley 601-927-2068**

2. Remove **Construction and Demolition Debris** from road/street side as directed by the DMTF Manager. Construction Debris may consist of but is not limited to Metal and Wood Framing, Sheetrock, Insulation, Furniture,

Mattresses, Flooring, Clothing, Roofing, Radios, etc. Construction Debris will be the responsibility of the successful Respondent for Final Disposal. All Construction and Demolition Debris will be transported to the Final Sites as listed in this document. These Landfills are the closest locations, however if the Respondent(s) have existing agreements in place for final disposal it should be noted in the response. All Tipping Fees associated with the final disposal site will be the responsibility of the successful Respondent(s) and should be included in the Cubic Yard (CY) Pricing.

**98 Waste LLC
Class 1 Rubbish Site
989 East Highway 98
Hattiesburg, MS 39401
31.244528 89.233389
MDEQ Permit # R1-114
601-543-3057**

**Pine Belt Regional Solid Waste Management Authority
Highway 29
Runnelstown , MS
31.405639 -89.093806
MDEQ Permit # R1-094
601-545-6676**

3. Demolish and Removal of **Damaged Structures** on either public or private property (if required) as directed by the DMTF Manager. This item will include the Demolition, removal, and haul of such structures to a Final Disposal Site.
4. Public Right of Way **Removal of Structures** that have been demolished by others and pushed to road side may be part of this bid. Respondent should be prepared to pick up and remove this type of debris and include any separations that may be required.
5. Removal of **White Goods** from Roadside as directed by the DMTF Manager. White Goods typically consist of appliances including refrigerators, freezers, air conditioners, heat pumps, ovens, stoves, washing machines, clothes dryers, and water heaters. Respondent will pick up and transport White Goods to a Temporary Site on a per Unit Price. The Respondent(s) will then prepare any White Good unit for transport to a MS Department of Environmental (MDEQ) approved Final Disposal Site. Preparation will include the removal of any gasses or substance considered to be environmentally unsafe. Respondent should also consider any Recycling efforts from this point.
6. Removal of **Household Hazardous Waste** Debris as directed by the DMTF Manager. Household Hazardous Waste may consist of but is not limited to any intangible, corrosive, reactivate, or toxic unit. Typical items include paint cans, petroleum containers, lawn mowers, butane bottles, stains, varnishes, solvents, pesticides, etc. Respondent will pick up and transport

Hazardous Waste to a MS Department of Environmental (MDEQ) approved Final Disposal Site. Certified Hazardous Waste Technicians should handle, capture, recycle, reuse, and dispose of hazardous waste. Respondent must comply with Federal, State, and Local environmental requirements. It should be noted that MDEQ may designate free pick up days throughout a declaration period.

7. Removal of **Electronic Waste** as directed by the DMTF Manager. Electronic Waste may consist of but is not limited to any televisions, computers/peripherals, audio/stereo equipment, VCR's/DVD players, video cameras, telephones, fax/copy machines, video games/consoles. Respondent will collect and dispose of eligible e-waste in a way complying with all applicable Federal, State, and Local Laws.
8. Removal of **Soil, Mud, and Sand** are typical of a major flooding event, pricing should be included and reflected on Exhibit B.
9. Removal of **Stumps**. Stumps less than 24 inches shall be treated as regular Vegetative Debris and measured by the Cubic Yard. Stumps 24 inches and greater may be eligible if considered hazardous. Stumps will be removed per unit if it meets the following guidelines:
 - a. It has 50% or more of the root ball exposed (less than 50% of the root-ball exposed shall be flush cut).
 - b. It is greater than 24 inches in diameter, as measured 24 inches above the ground.
 - c. It is on improved public property, park, or a public right-of way.
 - d. It poses an immediate threat to life, and public health and safety.
If a Stump must be removed prior to the DMTF Manager and or FEMA approval, the Respondent(s) must submit the following information:
 - e. Photographs and GPS coordinates that establish the location on public property.
 - f. Specifics of the threat.
 - g. Diameter of the Stump 24 inches from ground level.
 - h. Quality of material needed to fill the resultant cavity.
Stumps may be approved for removal, transport, disposal, and fill of Stumps Greater than 24 inches in diameter if:
 - i. The City, State, or FEMA agree the Stump is hazardous.
 - j. Pre approval by the DMTF Manager and or FEMA.
 - k. A Hazardous Stump worksheet is completed and submitted. (FEMA worksheet DAP9523.11) will be provided to successful Respondent(s).
10. Removal of **Vehicles and Vessels** may be required. Every effort by the DMTF Manager, City Officials, and Insurance Inspectors will be made to identify the owner of any unit for recovery. If ownership is not determined and the unit creates a threat then the Respondent(s) will be directed to remove the unit. Pricing should be reflected in Exhibit B per unit (UNIT).
11. Removal of **Hangers and Leaners**. These items must be;
 - a. Located on improved public property.

- b. Overhanging and threatening a public use area.
- c. Possible threat to traffic.

Hangers and Leaners are reflected by sizes as reflected on Exhibit B.

(It is preferred that the Respondent utilize mechanical equipment as much as possible to reasonably load and compact debris into trucks and or trailers).

Services

1. As to debris removal, all Final Disposal shall be the responsibility of the Respondent. If Contract is awarded and Task Order issued and Notice to Proceed activated, the City will only pay for debris removal and no separate amount will be included for disposal. Disposal is the sole responsibility of Respondent. It is the responsibility of the Respondent to see that the debris is removed and disposed of in accordance with all laws and regulations of state and federal agencies. It is the responsibility of Respondent to contract with, compensate disposal sites (tipping fees), and prove to the City of Hattiesburg that payments have been made.

Proposed Possible Final Disposal Sites (but not limited to) include:

**98 Waste LLC
Class 1 Rubbish Site
989 East Highway 98
Hattiesburg, MS 39401
31.244528 89.233389
MDEQ Permit # R1-114
601-543-3057**

**Pine Belt Regional Solid Waste Management Authority
Highway 29
Runnelstown , MS
31.405639 -89.093806
MDEQ Permit # R1-094
601-545-6676**

Temporary Debris Site Reduction (TDSR) will not be utilized for this event.

**A City owned 40 Acre site located at the intersection on Faulkner Road and Gulfport Street.
31.310566 -89.274645**

Contact information for the Hattiesburg Solid Waste Department:

Larry Barnes
Director of Public Works
601-545-4648 office
601-674-1596 cell
lbarnes@hattiesburgms.com

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2. Request for services shall be through issuance of a Work Order and Notice to Proceed by the City. It shall be within the sole discretion of City to designate the services and pay items to be utilized.

**CITY OF HATTIESBURG
EXHIBIT "B"**

FEE SCHEDULE for DR-XXXX

THIS IS NOT AN EXCLUSIVE CONTRACT. COST PLUS FIXED FEE OR COST PLUS PERCENTAGE WILL BE REJECTED AND NOT CONSIDERED!!!!

1. No tipping fee or disposal cost may be back charged to the City. All tipping fees/disposal costs shall be paid by Contractor and shall be the responsibility of Contractor. Contractor shall not utilize County-owned TDRS or Landfill Sites for disposal without prior approval from the City reflected on its minutes.
2. All pay items/fees are for validated loads picked up at designated work zones.
3. It is Contractor's responsibility to have, secure, manage, maintain, permit and remediate TDRS sites, as needed. No additional pay item or fees shall be paid therefore. TDRS sites must be remediated at no cost to City. All areas, public and private must be left in a clean condition. In the event a TDRS is used, management of TDRS's processing, grinding, chipping and other reduction means are **NOT SEPARATE PAY ITEMS** and are the responsibility of the Contractor.

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item	Description of Service	Cost	Unit
1.	Eligible Vegetative debris removal from public property, public rights of way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled to TDS or Final Site.	_____	CY
2.	Eligible Construction Debris removal from public property, public rights of way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled directly to final disposal site.	_____	CY
3.	Eligible Vegetative debris reduction, removal and disposal from TDRS and		

	hauling to Final Disposal site. Validated loads hauled and finally disposed.	_____	CY
4.	Demolish Damaged Structures (public and private). Remove, haul and dispose of all debris from damaged structures from public property or private property (Right of Entry Program)**Price to include demolition**	_____	CY
5.	Remove, load, haul, recycle and disposal of eligible White Goods . Includes compliance with EPA and State requirements for making white goods disposable. Validated loads picked up at designated work zones, hauled, recycled and finally disposed.	_____	Unit
6.	Pick up, haul and disposal of eligible Household Hazardous Material in accordance with all applicable federal and state rules, regulations and laws.	_____	Unit
7.	Electronic Waste dispose of eligible e-waste in a way complying with all applicable Federal, State, and Local Laws.	_____ _____	Unit
8.	Hazardous Stumps - Extraction, Haul and Disposal. Contractor shall measure each stump 2 feet above normal ground level to determine the diameter of the trunk. 24 to <48 inches 48 inches or greater	_____ _____	/Stump /Stump
9.	Fill Soil as directed by the County; place compatible fill soil in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose a	_____	CY

	significant threat to public health and safety.		
10.	Removal of Soil, Mud, and Sand from Streets and Sidewalks.	_____	CY
	Storm and Sanitary Sewers	_____	CY
	Water Treatment Facilities	_____	CY
	Drainage Canals and Basins	_____	CY
11.	Eligible Leaners and Hangers on Public and/ or Private Property:	_____	Each
11a.	Removal of hazardous hanging limbs 2" to 5.99"	_____	Each
11b	Removal of hazardous hanging limbs 6" to 12".	_____	Each
11c.	Removal of hazardous hanging limbs 12" and greater.	_____	Each
11d	Removal of hazardous standing trees 6"-11.99" in diameter.	_____	Each
11e.	Removal of hazardous standing trees 12"-23.99" in diameter.	_____	Each
11f.	Removal of hazardous standing trees 24"-35.99" in diameter.	_____	Each
11g.	Removal of hazardous standing trees 36"-47.99" in diameter.	_____	Each
11h	Removal of hazardous standing trees 48" in diameter and greater.	_____	Each
12.	Vehicle and Marine Debris Removal		
12a.	Boat Removal	_____	Unit
12b	Vehicle Removal	_____	Unit

13.	Grinding of Eligible Vegetative Debris	_____	CY
14.	Reduction by Uncontrolled Open Air Incineration	----- _____	CY
15.	Reduction by Controlled Open Air Incineration	_____	CY
16.	Reduction by Air Curtain Pit Incineration	_____	CY
17.	Reduction by Portable Air Curtain Incinerators	_____	CY

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Supply all necessary Towers at TDRS and Final Disposal Sites.
- E. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- G. Reporting and Documentation- The Contractor shall provide and submit to the City all reports and documents as may be necessary to adequately document its performance of this Contract.

Company Name

Signature of Company Representative

Printed Name

ATTACHMENT C: CONFLICTS OF INTEREST

1. List the names of Members of the Board of Directors or other Governing Body:

_____	_____
_____	_____
_____	_____

2. Are any Members of the Governing Body or Project Staff also Lee County employees?

Check one, only: _____ YES _____ NO

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

_____	_____
_____	_____

4. Are any Members of the Governing Body or Project Staff also Spouses, Parents, or Children of Lee County Employees?

Check one, only: _____ YES _____ NO

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

_____	_____
_____	_____

6. List all other current contracts with Lee County (include \$ amount/start/end dates):

_____	_____
_____	_____

7. Contractor's Signature:

_____	_____
Signature	Date

ATTACHMENT D

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] certifies, to the best of his or her knowledge, that:

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

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

The Contractor, _____, 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

CITY OF HATTIESBURG MISSISSIPPI NOTICE FOR PROPOSALS:

Hattiesburg will receive sealed qualifications from qualified Debris Removal Firms until 10:00 AM on Saturday January 28th, 2017, for Debris Removal Services for damage occurred by the EF3 Tornado on January 21, 2017.

The Proposal may be mailed or hand delivered to the City of Hattiesburg, Attn: City Clerk at PO Box 1898 or 200 Forrest Street Hattiesburg MS 39403 The Proposal shall include Debris Removal qualifications, integrity, compliance with public policy, past performance, technical and financial resources. Knowledge of Federal and State Grant Guidelines, experience of the Firm, and capacity for performance.. Firm should submit an original and four (4) copies of their proposal for consideration including a .pdf document saved on jump drive or CD. Each Proposal must be received in a sealed envelope clearly marked on the outside of the envelope with the word "PROPOSAL" and the name of the Project, "Debris Removal for Tornado date January 21, 2017" on which the proposal is being made and the "DATE OF PROPOSAL OPENING Saturday January 28th, 2017 at 10:00 AM. " and the "NAME OF THE COMPANY SUBMITTING THE PROPOSAL".

To be Published:

2 DATES

TERMS OF CONTRACT
DEBRIS REMOVAL for DR-XXXX
CITY OF HATTIESBURG, MISSISSIPPI

1. Contracted Services: The Contractor agrees to provide in accordance with the specifications set forth on the preceding page of this contract, titled "Contract between the City of Hattiesburg and **NAME OF CONTRACTOR (Contractor)**" and any other documents as set forth by the City of Hattiesburg (City), and are hereby incorporated into and made a part of this contract. No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. If other attachments or exhibits exist which are to be incorporated as part of this contract, the title of each document shall be listed here, as follows (use additional sheets, if necessary):

Attachment B - Conflict of Interest

Attachment C - Certification Regarding Lobbying

Attachment D - Scope of Work per included RFP Response

2. ABILITY TO CONTRACT

The **NAME OF CONTRACTOR** (Contractor) warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. The Contractor agrees to conform to existing policies, rules, and regulations of the City. The Contractor agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable. The Contractor warrants that it is a validly organized business with valid authority to enter into this contract; that it is qualified to do business and in good standing in the State of Mississippi; that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual or other contract of any kind; and, notwithstanding any other provision of this contract 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 this contract.

3. 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 City of Hattiesburg and or Forrest County Mississippi. Contractor shall comply with applicable federal, state, and local laws and regulations.

4. 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.

5. PROCUREMENT REGULATIONS AND APPROVAL

The contract is designed by the applicable provisions of the *Mississippi Personal Service Contract Review Board ("PSCRB") Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>. It is understood that the PSCRB does not and will not approve this contract, the guidelines are best determined by the City of Hattiesburg that closely parallels the Federal Guidelines required for this contract.

6. REPRESENTATION REGARDING CONTINGENT FEES

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

7. REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, respondent, or contractor represents that is 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*.

8. DEBARMENT AND SUSPENSION: Contractor certifies to the best of its knowledge and belief, that it:

- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or entity of the State of Mississippi;
- b. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,
- e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

9. INTEGRATED AGREEMENT/MERGER

This contract, including all contract documents, represents the entire and integrated contractual agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether they were written or oral. This contract may be altered, amended, or modified only by a written document executed by the City and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this contract shall not be construed or interpreted in favor or against the City or the Contractor on the basis of draftsmanship or preparation.

10. MODIFICATIONS AND CHANGES IN SCOPE OF WORK

All modifications to the contract must be made in writing and signed by both parties to the contract. The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the contract or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the City and the Contractor. If the Contractor believes that any particular work is not within the scope of the contract, is a material change, or will otherwise require

more compensation to the Contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

11. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this agreement is conditioned upon the appropriation of funds by the City of Hattiesburg. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City, the City shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

12. PAYMENT

Contractor agrees to accept all payments in United States currency via the City's check issuing system. 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.

13. 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 City 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:

- A. 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;
- B. the loss of any license, permit, certification or other document granted to Contractor by an local, state, or federal governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- C. both. In the event of such cancellation/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 City or State.

14. STOP WORK ORDER

This section applies to contracts following the guidelines of the PSCRB as follows:

A. Order to Stop Work: The City, 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 shall either:

1. cancel the stop work order; or,
2. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

B. 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:

1. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
2. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the City 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.

C. 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.

D. 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, if applicable.

15. TERMINATION FOR CAUSE and CONVENIENCE

A. Termination. The City Engineer or designee may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City Engineer or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

B. Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The COO or designee may direct Contractor to assign Contractor's right, title, an interest under terminated orders or subcontracts to the City. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

16. TERMINATION FOR DEFAULT

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

B. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the City, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the City has an interest.

C. *Compensation.* Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due Contractor such sums as the City Engineer or designee 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.

D. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the City Engineer or designee 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, State 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, Contractor 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 Contractor to meet the contract requirements. Upon request of Contractor, the City Engineer or designee 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, Contractor's progress and performance would have met the terms of the 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).

E. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the 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.

F. *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 this contract.

17. TERMINATION UPON BANKRUPTCY

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

18. RECORDS AND AUDIT

The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable Federal and State laws, rules, and regulations. These may be kept according to the Contractor's usual method of recordkeeping, but must be sufficiently detailed to permit an accurate accounting of contract funds and program activities. The contract and the procurement of goods and services shall be governed by the applicable Mississippi statutes and the applicable provisions of the Mississippi Personal Service Contract Review Board Regulations. The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies. Where audits are required to be submitted to the City before funding can be released, the audits must be submitted within the required timeframe and must be acceptable; if a Contractor fails to submit an audit in a timely manner, or if the audit is unacceptable, the city reserves the right to cancel or suspend the contract at the City's discretion.

19. RECORDS RETENTION

The Contractor agrees to submit to the City quarterly program activity reports thirty (30) days subsequent to the closing of each quarter. The Contractor agrees to submit to the City quarterly fiscal reports thirty (30) days subsequent to the closing of each quarter, or other applicable period as made a part of this contract and agreed to by both parties. The Contractor agrees to permit reasonable program review and evaluation by the City; to provide access to any pertinent records; arrange meetings with appropriate personnel; permit inspection of the premises; and to cooperate in any other reasonable requests for fiscal and/or program information. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, immediate access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of this contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three (3) years after final payment and or final closeout for this declaration is made under this contract and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to this contract 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.

20. INDEPENDENT CONTRACTOR STATUS

This section applies only to contracts for which the Contractor shall serve solely on an Independent Contractor basis, as follows:

The Contractor, at all times, shall be regarded as an Independent Contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder,

creates or shall be deemed to create a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implications, to be employees of the City. Neither the Contractor nor its employees, under any circumstances, shall be considered servants, agents, or employees of the City; and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The City shall not withhold from the contract payments to the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees. Furthermore, none of the work performed under this contract shall be subcontracted without prior approval of the City. The City, throughout the life of the contract, shall have the right of reasonable rejection and approval of staff of the Contractor or its Subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff of the Contractor or its Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and Subcontractors are the sole responsibility of the Contractor.

21. 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 term 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.

22. CONFIDENTIAL INFORMATION

A. *Definition*: "Confidential Information" shall mean:

1. those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and
2. all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the City, and any other information designated in writing as confidential by the City.

Each party to this contract agrees to protect all Confidential Information provided by one party to the other, to treat all such Confidential Information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, 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 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 the Contractor or its Subcontractors shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its Subcontractors without the express written approval of the City shall result in the immediate termination of this contract.

B. *Disclosure*: In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This section shall survive the termination or completion of this contract. The parties agree that this section is subject to and superseded by Mississippi Code of 1972, Annotated, Section 25-61-1, et. seq. regarding public access to public records.

C. *Exceptions*: The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“The Disclosing Party”) which:

1. is rightfully known to the Contractor prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements;
2. is generally known or easily ascertainable to non-parties of ordinary skill in the business of the Contractor;
3. is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
4. is independently developed by the recipient without any reliance on confidential information;
5. is, or later becomes, part of the public domain or may be lawfully obtained by the City or the Contractor from any non-party; or
6. is disclosed with the Disclosing Party’s prior written consent.

D. Contractor agrees to comply with the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

E. Notwithstanding any provision to the contrary contained herein, it is recognized that the City is a public entity of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the City pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the City shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The City shall not be liable to the Contractor for disclosure of information required by court order or law.

23. TRANSPARENCY (PSCRB 7-1-16)

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. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent entity contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

24. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The City shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created under this contract, or in connection with the project which is the subject of this contract, except for the Contractor’s internal administrative and quality assurance files and internal correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections. By entering into

this contract, the Contractor conveys, sells, assigns, and transfers to the City all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Mississippi that relate to the particular goods or services purchased or acquired by the City under this contract.

25. FAILURE TO DELIVER

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

26. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.

27. INDEMNIFICATION

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Hattiesburg and its officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim or suit, etc. the Contractor shall use legal counsel acceptable to the City; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim or suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

28. NO LIMITATION OF LIABILITY

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

29. ATTORNEYS' FEES AND EXPENSES

Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligations under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. The Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor. This clause shall not apply to any contracts entered into with another entity, board, or commission.

30. RECOVERY OF MONEY

Whenever, under this contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

31. SEVERABILITY

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision and to this end, the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

32. WAIVER

No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, 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 this contract 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 this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

33. CITY PROPERTY

The Contractor will be responsible for the proper custody and care of any City-owned or City-leased property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

34. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the general public, the City, its property, or its employees, or for whom the contracted services are to be rendered, the Contractor shall, on being notified by the City, immediately correct the deficient service or work. In the event the Contractor 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 Contractor.

35. ANTI-ASSIGNMENT/SUBCONTRACTING

The Contractor acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the Contractor's skills, expertise, and proper response to the RFP. The Contractor shall not assign, subcontract, or otherwise transfer this contract in whole or in part without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer by the Contractor of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total contractual price agreed upon in this contract. Subcontracts shall be subject to the terms and conditions of this contract and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this contract shall be binding upon the respective successors and assigns of the parties.

36. THIRD PARTY ACTION NOTIFICATION

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

37. INSURANCE REQUIREMENTS

Within 24 hours following the signing of this contract, respondent shall provide copies of insurance policies including all endorsements and bonding requirements as follows.

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.

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. Performance Bond: Respondent agrees to provide the County with performance bond payable to, in favor of, or for the protection of the County for the work to be performed in the amount of _____.

E. Payment Bond: Respondent agrees to provide the County with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in the amount of _____.

37. Contractor agrees to abide by all local, state, and federal Environmental and Historical Laws as established.

38. Contractor agrees to the following federal clauses:

Equal Employment Act.

- a. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 601.3 must include the equal opportunity clause provided under 41 C.F.R. § 601.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal*

Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

b. Clean Air Act and the Federal Water Pollution Control Act for Contracts over \$150,000.00

Contractor 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 and the Regional Office of the Environmental Protection Agency.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Hattiesburg and understands and agrees that the City of Hattiesburg will, in turn, report each violation as required to assure notification to the City of Hattiesburg, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Hattiesburg and understands and agrees that the City of Hattiesburg will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

c. Access to Records

Contractor 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.

(1) The contractor agrees to provide the Mississippi Emergency Management Agency, and the City of Hattiesburg, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

d. Energy Efficiency

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).

e. Debarment and Suspension in excess of \$25,000.00

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 the City of Hattiesburg. 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 the City of Hattiesburg and or MEMA, 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 2C.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 nclude a provision requiring such compliance in its lower tier covered transactions."

f. "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

SEE ATTACHMENT C- CERTIFICATION REGARDING LOBBYING (FORM SIGNITURE REQUIRED)

g. 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 preapproval.

h. Compliance with Federal Law, Regulations, and Executive Orders.

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

i. 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 City of Hattiesburg, contractor, or any other party pertaining to any matter resulting from the contract."

j. Program Fraud and False or Fraudulent Statements or Related Acts.

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

k. Procurement of Recovered Materials Exceeding \$10,000.00.

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

l. Contract Work Hours and, Safety Standards Act, as Amended for contracts over \$100,000.00

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"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 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the 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 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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.

m. Rights to Inventions made under Contract or Agreement (NOT REQUIRED).

n. FEMA Executive Order 12250; Coordination of Civil Rights Statutes.

39. NOTICES

All notices required or permitted to be given under this contract 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 as shown below:

For the

Contractor: **Name:**
 Title:
 Organization:
 Street Address:
 City, State, Zip:

For the

City: City Clerk
PO Box 1898
Hattiesburg, MS 39403

40.

A. Official Signatures for the contract on behalf of the City are as follows:

Mayor _____ Date _____

B. Official Signatures for the contract on behalf of the Contractor are as follows:

Contractor's Signature and Title
Date

Contractor's Signature and Title (if applicable) Date

ATTACHMENT B: CONFLICTS OF INTEREST

1. List the names of Members of the Board of Directors or other Governing Body:

2. Are any Members of the Governing Body or Project Staff also City of Hattiesburg 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 Hattiesburg Employees?

Check one, only: ☐ YES ☐ NO

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

6. List all other current contracts with the City of Hattiesburg (include \$ amount/start/end dates):

7. Contractor's Signature:

Signature Date

ATTACHMENT C

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] certifies, to the best of his or her knowledge, that:

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

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

The Contractor, _____, 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 D
SCOPE OF WORK
PER RFP RESPONSE**

INCERT BID RESPONSE

CONTRACT JUSTIFICATION FOR DEBRIS REMOVAL

Detailed description of contractual services to be performed including location, program, purpose, and condition or regulatory agency establishing the requirement for contract personnel services:

Debris Removal for Federal Declaration **DR-XXXX** including Vegetative, Construction and Demolition, Damaged Structures, Removal of Structures, White Goods, Household Hazardous Waste, Electronic Waste, Soil/Mud/Sand, Stumps, Leaners and Hangers, Vehicles and or Vessels.

Justification of request, including assessment of current personnel resources (i.e. utilization of current position vacancies, temporary increase in workload above capability of current workforce, level of expertise required, position classification not available to agency):

Due to the overwhelming amount of Debris the existing City Employees, Equipment, and Mutual Aid Agreements will not be sufficient to perform the required services.

Qualifications that make this contractor the best suited to perform this task:

Contractor has Scored per the Request for Proposal to be more than sufficient to complete the task including A) quality of response, B) ability to perform, C) personnel/equipment/facilities/financial resources, D) record of past performance, and E) price.

Justification of modification request (if applicable):

NA

Consequence of contract being disapproved:

The City will not have the time/equipment/personnel to complete the project within the allotted time frame to qualify for the FEMA Public Assistance Alternative Procedures Pilot Program for Debris Removal or complete the task within 90 days.

I have reviewed this contract request and determined that these services are needed and cannot be provided by current staff or through the staffing of a vacant position.

Mayor, City of Hattiesburg

Date



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-178

MEETING DATE: 01/23/2017

MINUTE BOOK NUMBER:

Brief Title: Request for Proposals-Debris Monitoring

Title: Approve and Authorize Request for Proposals for service related to debris monitoring services related to the January 21, 2017 Tornado as established with MS Code 31-7-1; Authorize Advertisement for bids.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar
Rutland

Attachments: Request for Propsals, Bid Advertisement, Debris
Monitoring Contract

File
Created: 01/23/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication
Information:

History of Legislative File

REQUEST FOR PROPOSAL

TO ESTABLISH

Debris Monitoring Assistance for Hattiesburg Mississippi DR-XXXX

To: Debris Monitoring Companies interested in Services for the City of Hattiesburg

From: Lamar Rutland, City Engineer.

Date: January 23, 2017

Subject: Request for Proposal (RFP) for Debris Monitoring Firms to Assist the City of Hattiesburg for DR-TBD.

Contact Name: Lamar Rutland, City Engineer

Contact Phone Number: 601-545-4540

Contact E-mail Address: lrutland@hattiesburg.com

SUMMARY OF THE RFP

Hattiesburg Mississippi, (hereinafter "City") is seeking qualified Firms for Disaster Debris Monitoring Assistance. This Request for Proposal (RFP) is issued following a Disaster that warrants outside assistance where the City Personnel, Equipment, and Mutual Aid Agreements are not sufficient for this event. This RFP is for Debris Monitoring for FEMA "Category A" only; Direct Administrative Cost (DAC) will not be a part of the proposal.

Hattiesburg will utilize the Mississippi Personal Service Contract Review Board (PSCRB) Rules and Regulations as a guideline for this RFP. The PSCRB is established and maintained by the Mississippi State Personnel Board (MSPB) for guidelines for State Agencies. The MSPB is not required to approve this proposal or Contract. However responding firms should make themselves aware of these guidelines for legalities associated with this type agreement.

Information is sought for Debris Monitoring of 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 project however if the City, State, or FEMA authorizes the ROE it will become part of this project.

Respondent should be aware of Historical Preservation Laws since the City of Hattiesburg has an immense number of houses, commercial buildings, schools, city properties, etc. listed on the Historical Register (SEE ATTACHMENT A).

The City will seek Services city-wide. The City will evaluate the Information and establish a Short List of firms that will be invited for final interviews. Respondent should be aware the City may elect to utilize multiple companies for Monitoring should the event size require such action. Respondent is cautioned to review this RFP as the Federal Office of Management and Budget has introduced new guidelines per the "Super Circular" (2 CFR 200.318 through 326 for non federal entities) for all Federal Agencies participating in Federal Grants including FEMA and the FHWA. As part of the combinations within the Super Circular, A-102 combines 44 C.F.R 13.36 with 2 CFR 200.318 to 326.

It shall be noted that this Request for Proposal is consistent with the *FEMA FP 104-009-2 Public Assistance Program and Policy Guide (January 2016)*. This request, possible contract, and event expenditures are not contingent upon receipt of FEMA funding.

The objective of this RFP is to establish Debris Monitoring Services for **DR XXXX**. Respondent shall appoint a single Point of Contact (SPOC) for the Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), FEMA, and the FHWA as requested. The RFP response should be clear on how the Respondent will assist Hattiesburg for Debris Monitoring.

This Project consist of an EF-3 Tornado striking the City of Hattiesburg on January 21, 2017.

Hattiesburg will receive proposals 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 proposal.

Respondent 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 Debris Committee will review and assess all proposals. The committee will only have the proposals to review for selection of Respondent(s). It is therefore important that Respondent emphasizes specific information pertinent to the work.

Assessments/Scoring of the proposals 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-20 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 – 20 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)

E. Price (Critical-20 points)

Respondent's Response shall contain the following Information:

- 1.** Be authorized or prove intent to transact business in the State of Mississippi (the “State”).
- 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 in 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 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.
- 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 Responder status.

Respondent additional information:

- 1.** Name of Respondent, location of Respondent’s principal place of business, 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 five 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. Proposals 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 (January 2016) **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.

INSURANCE REQUIREMENTS

Prior to 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 proposal.**

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

A. Commercial General Liability and Errors and Omissions - 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 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.

Response

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

Hattiesburg reserves the right to accept, reject, or negotiate any or all proposals on the basis of the criteria contained within this document. The final decision to execute a contract with any party will be decided by the city.

Response Acceptance

The original and three (3) copies of the response and all attachments (four copies total) along with one electronic copy of the proposal 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: **City of Hattiesburg Clerk, at PO Box 1898 or 200 Forrest Street, Hattiesburg Mississippi 39403-1898 no later than 10:00 a.m. Central Standard Time on *Saturday 28, 2017*.**

No electronic or facsimile copies of the RFP will be accepted. Timely submission of the RFP is the responsibility of the Respondent. Offers received after the specified time shall be rejected and returned to the Respondent unopened. **The envelope or package shall be marked with the RFP opening date and time and the number of the request for RFP. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the RFP, all attachments and the CD/Jump Drive shall be identified with the name of the Respondent.**

Proprietary Information

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

When the City receives a request to release information properly designated as confidential or proprietary by a Respondent, the City shall give the owner of this information a reasonable time to obtain a court order protecting the information as confidential. If the City receives a court order it must then notify the requestor that the information is protected by court order and cannot be furnished.

Debarment

By submitting a response to this RFP, 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 Regulations and Guidelines

Respondent is advised to review the Mississippi Personal Service Contract Review Board Rules and Regulation that will be utilized as a guideline for contracts (<http://www.mspb.ms.gov/personal-service-contract-review-board/pscrb-rules-regulations.aspx>). Appendix D and Appendix F contain multiple items that will be included in any contract. Not all items will be included in the contract but Respondent must accept these guidelines.

The following clauses are required conditions when soliciting information for personal services by the Personal Service Contract Review Board Rules and Regulations per Appendix D & F:

1. Acknowledgment of Amendments

Respondent 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 RFP shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding conflicts of law's 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 a contract as a result of this RFP is conditioned upon the appropriation of funds by the City of Hattiesburg.

4. Representation Regarding Contingent Fees

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

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 Respondent agrees 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 (July 1, 2016)

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. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or

federal law or outside the applicable freedom of information statutes, will be redacted.

9. Approval

It is understood that any contract requires approval by the City Council. If a contract is not approved, 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:

(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 Hattiesburg* 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 Respondent 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 it is qualified to do business and in good standing in the State of Mississippi; (c) 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 (d) 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's 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 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

Respondent 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: **City of Hattiesburg**
Purchasing Clerk
PO Box 1898
Hattiesburg, MS 39403-1898

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 Engineer 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. Respondent 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 Administrator 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 a 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 within 24 hours, 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. Clean Air Act and the Federal Water Pollution Control Act (over \$150,000.00).

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.

2. Retention/Access 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.

3. Energy Policy and Conservation Act

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).

4. 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." Respondent shall not subcontract with any parties that are currently debarred and listed with the Mississippi Department of Finance and Administration (DFA) (www.dfa.ms.gov).

5. 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.

6. Contract Work Hours and, Safety Standards Act, as Amended (over \$100,000.00).

7. Equal Opportunity Clause 41 CFR60-1.4

8. Coordination of Grants Related Civil rights statutes, Executive Order 12250.

EVALUATION PROCEDURE PROCESS:

1. Qualifications of Respondent

Respondent may be required before the award of any contract to show to the complete satisfaction of City that it has the necessary facilities, integrity, ability, compliance with public policy, past performance, technical, and financial resources to provide the service specified therein in a satisfactory manner. The Respondent may be required to provide legal understanding of the Personal Service Contract Review Board Rules and Regulations as well as the Federal Office of Management and Budget Super Circular. Respondent 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 Proposer 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:

1. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
2. The ability of Respondent 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.
5. Price.

First Step: RFP's will be reviewed to meet compliance with the request. RFP'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 - 20 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 - 20 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. Direct experience in Mississippi is desirable but not required. (Critical - 20points)
5. Price (20 points).

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

SCOPE OF WORK:

DR-XXXX

Hattiesburg Mississippi, is seeking Professional Services proposals for Debris Monitoring Firms. Proposals will be 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 City, State, and 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 this Service however if the City, State, or FEMA authorizes the ROE it will become part of the Service. The City will seek proposals for said services City-wide. The City will evaluate the Proposals on what is in the best interest of the City and the nature of the event. The City will seek to identify a Respondent to oversee either City Task Force or Debris Removal Contractor(s). It shall be noted that any Contract is for payment of "Only Debris Services that FEMA Determined Eligible" and is consistent with FEMA Public Assistance Program and Policy Guideline (FP-104-009-2, January 2016).

This Scope of Work (SOW) is provided for Respondent 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 proposal.

Respondent must provide a technical overview for debris monitoring as to how they complete this project.

The scope of work/services as described below shall be considered minimum standards to meet in submitting their proposal for debris monitoring services. 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:

FP-104-009-2 January 2016

Emergency Relief Manual (Federal-Aid Highways)- November 2009

The City will designate a Debris Task Force Manager (DTFM) that will act as the Point of Contact (POC) for the event. The DTFM POC may consist of a City Employee, a Professional Contractor, or the City Engineer.

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, County, 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 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. Respondent should be able to provide written Load tickets. 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 the price for any additional devices should be included in the hourly rate for any positions that may be utilizing the devices. Respondent should 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.

Respondent 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.

The City may use force account resources (including temporary hires), contractors, or a combination of these for monitoring. It is not necessary, or cost-effective, to have Professional Engineers or other certified professionals perform debris monitoring duties. FEMA considers costs unreasonable when associated with the use of staff that is more highly qualified than necessary for the associated work.

Respondent will be responsible for documenting 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 bared from performing any State or 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. Respondent 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.

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. 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. Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal.
6. Perform a 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.
7. 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.
8. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
9. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
10. Properly monitor and record performance and productivity of debris removal crew.

11. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the DTFM.
12. Ensure that loads are contained properly before leaving the loading area.
13. Ensure only eligible debris is collected for loading and hauling.
14. Ensure only debris from approved public areas is loaded for removal.
15. Perform other duties from time to time as directed by the debris management project manager or DTFM.

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. 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

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 (Global Information System) coordination with the City, PDD (Planning and Development District), 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.

Terms:

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 personnel 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 duly licensed in accordance with the state's statutory requirements to perform the work.

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 (three (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** _____

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 (SEE ATTACHMENT C)

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 Respondent

☐ 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

Respondent Qualified to Transact Business

I certify that I/We are in compliance with Miss. Code Annotated § 79-4-15 regarding authorization to transact business in the State Mississippi. If a foreign corporation, meaning a corporation incorporated under a law other than the law of this state, I have provided a certificate of authority from the Mississippi Secretary of State.

_____ 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 B
COST SHEET

CITY OF HATTIESBURG DR-XXXX	Estimated Requirements	Per Hour Rate
Project Manager		
Field/Roving/Operations Debris Managers		
Fixed Site Monitors		
Data Manager		
Clerical		
TOTAL ESTIMATED COST		

ATTACHMENT C: CONFLICTS OF INTEREST

1. List the names of Members of the Board of Directors or other Governing Body:

2. Are any Members of the Governing Body or Project Staff also City of Hattiesburg 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 Hattiesburg Employees?

Check one, only: ☐ YES ☐ NO

5. If Yes, List the Name and Relationship to the City of Hattiesburg employee:

6. List all other current contracts with the City of Hattiesburg (include \$ amount/start/end dates):

7. Contractor's Signature:

Signature

Date

ATTACHMENT D

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] certifies, to the best of his or her knowledge, that:

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

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

The Contractor, _____, 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

CITY OF HATTIESBURG MISSISSIPPI NOTICE FOR PROPOSALS:

Hattiesburg will receive sealed qualifications from qualified Debris Monitoring Firms until 10:00 AM on Saturday January 28th, 2017, for Debris Monitoring Services for damage occurred by the EF3 Tornado on January 21, 2017. The Proposal may be mailed or hand delivered to the City of Hattiesburg, Attn: City Clerk at PO Box 1898 or 200 Forrest Street Hattiesburg MS 39403. The Proposal shall include Debris Monitoring qualifications, integrity, compliance with public policy, past performance, technical and financial resources. Knowledge of Federal and State Grant Guidelines, experience of the Firm, and capacity for performance. Firm should submit an original and four (4) copies of their proposal for consideration including a .pdf document saved on jump drive or CD. Each Proposal must be received in a sealed envelope clearly marked on the outside of the envelope with the word "PROPOSAL" and the name of the Project, "Debris Monitoring for Tornado date January 21, 2017" on which the proposal is being made and the "DATE OF PROPOSAL OPENING Saturday January 28th, 2017 at 10:00 AM." and the "NAME OF THE COMPANY SUBMITTING THE PROPOSAL".

To be Published:

2 DATES

TERMS OF CONTRACT
DEBRIS MONITORING for DR-XXXX
CITY OF HATTIESBURG, MISSISSIPPI

1. Contracted Services: The Contractor agrees to provide in accordance with the specifications set forth on the preceding page of this contract, titled “Contract between the City of Hattiesburg and **NAME OF CONTRACTOR (Contractor)**” and any other documents as set forth by the City of Hattiesburg (City), and are hereby incorporated into and made a part of this contract. No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. If other attachments or exhibits exist which are to be incorporated as part of this contract, the title of each document shall be listed here, as follows (use additional sheets, if necessary):

Attachment B - Conflict of Interest

Attachment C - Certification Regarding Lobbying

Attachment D - Scope of Work per included RFP Response

2. ABILITY TO CONTRACT

The **NAME OF CONTRACTOR** (Contractor) warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. The Contractor agrees to conform to existing policies, rules, and regulations of the City. The Contractor agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable. The Contractor warrants that it is a validly organized business with valid authority to enter into this contract; that it is qualified to do business and in good standing in the State of Mississippi; that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual or other contract of any kind; and, notwithstanding any other provision of this contract 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 this contract.

3. 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 City of Hattiesburg or Forrest County Mississippi. Contractor shall comply with applicable federal, state, and local laws and regulations.

4. 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.

5. PROCUREMENT REGULATIONS AND APPROVAL

The contract is designed by the applicable provisions of the *Mississippi Personal Service Contract Review Board (“PSCRB”) Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>. It is understood that the PSCRB does not and will not approve this contract, the guidelines are best determined by the City of Hattiesburg that closely parallels the Federal Guidelines required for this contract.

6. REPRESENTATION REGARDING CONTINGENT FEES

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

7. REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, respondent, or contractor represents that is 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*.

8. DEBARMENT AND SUSPENSION: Contractor certifies to the best of its knowledge and belief, that it:

- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or entity of the State of Mississippi;
- b. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,
- e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

9. INTEGRATED AGREEMENT/MERGER

This contract, including all contract documents, represents the entire and integrated contractual agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether they were written or oral. This contract may be altered, amended, or modified only by a written document executed by the City and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this contract shall not be construed or interpreted in favor or against the City or the Contractor on the basis of draftsmanship or preparation.

10. MODIFICATIONS AND CHANGES IN SCOPE OF WORK

All modifications to the contract must be made in writing and signed by both parties to the contract. The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the contract or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the City and the Contractor. If the Contractor believes that any particular work is not within the scope of the contract, is a material change, or will otherwise require

more compensation to the Contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

11. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this agreement is conditioned upon the appropriation of funds by the City of Hattiesburg. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City, the City shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

12. PAYMENT

Contractor agrees to accept all payments in United States currency via the City's check issuing system. 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.

13. 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 City 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:

- A. 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;
- B. the loss of any license, permit, certification or other document granted to Contractor by an local, state, or federal governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- C. both. In the event of such cancellation/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 City or State.

14. STOP WORK ORDER

This section applies to contracts following the guidelines of the PSCRB as follows:

A. Order to Stop Work: The City, 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 shall either:

1. cancel the stop work order; or,
2. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

B. 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:

1. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
2. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the City 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.

C. 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.

D. 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, if applicable.

15. TERMINATION FOR CAUSE and CONVENIENCE

A. Termination. The City Engineer or designee may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City Engineer or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

B. Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The COO or designee may direct Contractor to assign Contractor's right, title, an interest under terminated orders or subcontracts to the City. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

16. TERMINATION FOR DEFAULT

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

B. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the City, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the City has an interest.

C. *Compensation.* Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due Contractor such sums as the City Engineer or designee 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.

D. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the City Engineer or designee 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, State 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, Contractor 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 Contractor to meet the contract requirements. Upon request of Contractor, the City Engineer or designee 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, Contractor's progress and performance would have met the terms of the 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).

E. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the 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.

F. *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 this contract.

17. TERMINATION UPON BANKRUPTCY

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

18. RECORDS AND AUDIT

The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable Federal and State laws, rules, and regulations. These may be kept according to the Contractor's usual method of recordkeeping, but must be sufficiently detailed to permit an accurate accounting of contract funds and program activities. The contract and the procurement of goods and services shall be governed by the applicable Mississippi statutes and the applicable provisions of the Mississippi Personal Service Contract Review Board Regulations. The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies. Where audits are required to be submitted to the City before funding can be released, the audits must be submitted within the required timeframe and must be acceptable; if a Contractor fails to submit an audit in a timely manner, or if the audit is unacceptable, the city reserves the right to cancel or suspend the contract at the City's discretion.

19. RECORDS RETENTION

The Contractor agrees to submit to the City quarterly program activity reports thirty (30) days subsequent to the closing of each quarter. The Contractor agrees to submit to the City quarterly fiscal reports thirty (30) days subsequent to the closing of each quarter, or other applicable period as made a part of this contract and agreed to by both parties. The Contractor agrees to permit reasonable program review and evaluation by the City; to provide access to any pertinent records; arrange meetings with appropriate personnel; permit inspection of the premises; and to cooperate in any other reasonable requests for fiscal and/or program information. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, immediate access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of this contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three (3) years after final payment and or final closeout for this declaration is made under this contract and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to this contract 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.

20. INDEPENDENT CONTRACTOR STATUS

This section applies only to contracts for which the Contractor shall serve solely on an Independent Contractor basis, as follows:

The Contractor, at all times, shall be regarded as an Independent Contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder,

creates or shall be deemed to create a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implications, to be employees of the City. Neither the Contractor nor its employees, under any circumstances, shall be considered servants, agents, or employees of the City; and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The City shall not withhold from the contract payments to the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees. Furthermore, none of the work performed under this contract shall be subcontracted without prior approval of the City. The City, throughout the life of the contract, shall have the right of reasonable rejection and approval of staff of the Contractor or its Subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff of the Contractor or its Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and Subcontractors are the sole responsibility of the Contractor.

21. 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 term 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.

22. CONFIDENTIAL INFORMATION

A. *Definition*: "Confidential Information" shall mean:

1. those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and
2. all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the City, and any other information designated in writing as confidential by the City.

Each party to this contract agrees to protect all Confidential Information provided by one party to the other, to treat all such Confidential Information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, 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 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 the Contractor or its Subcontractors shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its Subcontractors without the express written approval of the City shall result in the immediate termination of this contract.

B. *Disclosure*: In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This section shall survive the termination or completion of this contract. The parties agree that this section is subject to and superseded by Mississippi Code of 1972, Annotated, Section 25-61-1, et. seq. regarding public access to public records.

C. *Exceptions*: The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“The Disclosing Party”) which:

1. is rightfully known to the Contractor prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements;
2. is generally known or easily ascertainable to non-parties of ordinary skill in the business of the Contractor;
3. is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
4. is independently developed by the recipient without any reliance on confidential information;
5. is, or later becomes, part of the public domain or may be lawfully obtained by the City or the Contractor from any non-party; or
6. is disclosed with the Disclosing Party’s prior written consent.

D. Contractor agrees to comply with the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

E. Notwithstanding any provision to the contrary contained herein, it is recognized that the City is a public entity of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the City pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the City shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The City shall not be liable to the Contractor for disclosure of information required by court order or law.

23. TRANSPARENCY (PSCRB 7-1-16)

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. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent entity contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

24. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The City shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created under this contract, or in connection with the project which is the subject of this contract, except for the Contractor’s internal administrative and quality assurance files and internal correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections. By entering into

this contract, the Contractor conveys, sells, assigns, and transfers to the City all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Mississippi that relate to the particular goods or services purchased or acquired by the City under this contract.

25. FAILURE TO DELIVER

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

26. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.

27. INDEMNIFICATION

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Hattiesburg and its officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim or suit, etc. the Contractor shall use legal counsel acceptable to the City; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim or suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

28. NO LIMITATION OF LIABILITY

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

29. ATTORNEYS' FEES AND EXPENSES

Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligations under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. The Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor. This clause shall not apply to any contracts entered into with another entity, board, or commission.

30. RECOVERY OF MONEY

Whenever, under this contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

31. SEVERABILITY

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision and to this end, the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

32. WAIVER

No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, 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 this contract 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 this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

33. CITY PROPERTY

The Contractor will be responsible for the proper custody and care of any City-owned or City-leased property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

34. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the general public, the City, its property, or its employees, or for whom the contracted services are to be rendered, the Contractor shall, on being notified by the City, immediately correct the deficient service or work. In the event the Contractor 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 Contractor.

35. ANTI-ASSIGNMENT/SUBCONTRACTING

The Contractor acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the Contractor's skills, expertise, and proper response to the RFP. The Contractor shall not assign, subcontract, or otherwise transfer this contract in whole or in part without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer by the Contractor of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total contractual price agreed upon in this contract. Subcontracts shall be subject to the terms and conditions of this contract and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this contract shall be binding upon the respective successors and assigns of the parties.

36. THIRD PARTY ACTION NOTIFICATION

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

37. INSURANCE REQUIREMENTS

Within 24 hours following the signing of this contract, respondent shall provide copies of insurance policies including all endorsements and bonding requirements as follows.

A. Commercial General Liability including Errors and Omissions- 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.

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.

37. Contractor agrees to abide by all local, state, and federal Environmental and Historical Laws as established.

38. Contractor agrees to the following federal clauses:

Equal Employment Act.

- a. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 601.3 must include the equal opportunity clause provided under 41 C.F.R. § 601.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any

Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

b. Davis Bacon Act (NOT REQUIRED).

c. Compliance with the Copeland "Anti-Kickback Act (NOT REQUIRED)"

d. Clean Air Act and the Federal Water Pollution Control Act for Contracts over \$150,000.00

Contractor 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 and the Regional Office of the Environmental Protection Agency.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Hattiesburg and understands and agrees that the City of Hattiesburg will, in turn, report each violation as required to assure notification to the City of Hattiesburg, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Hattiesburg and understands and agrees that the City of Hattiesburg will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

e. Access to Records

Contractor 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.

(1) The contractor agrees to provide the Mississippi Emergency Management Agency, and the City of Hattiesburg, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

f. Energy Efficiency

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).

g. Debarment and Suspension in excess of \$25,000.00

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 the City of Hattiesburg. 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 the City of Hattiesburg and or MEMA, 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 2C.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."

h. "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

SEE ATTACHMENT C- CERTIFICATION REGARDING LOBBYING (FORM SIGNITURE REQUIRED)

i. 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 preapproval.

j. Compliance with Federal Law, Regulations, and Executive Orders.

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

k. 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 City of Hattiesburg, contractor, or any other party pertaining to any matter resulting from the contract."

l. Program Fraud and False or Fraudulent Statements or Related Acts.

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

m. Procurement of Recovered Materials Exceeding \$10,000.00.

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

n. **Contract Work Hours and, Safety Standards Act, as Amended for contracts over \$100,000.00**

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"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 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the 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 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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.

o. Rights to Inventions made under Contract or Agreement (NOT REQUIRED).

p. FEMA Executive Order 12250; Coordination of Civil Rights Statutes.

39. NOTICES

All notices required or permitted to be given under this contract must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to

ATTACHMENT B: CONFLICTS OF INTEREST

1. List the names of Members of the Board of Directors or other Governing Body:

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

Check one, only: ☐ YES ☐ NO

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

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

Check one, only: ☐ YES ☐ NO

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

6. List all other current contracts with the City of Hattiesburg (include \$ amount/start/end dates):

7. Contractor's Signature:

Signature Date

ATTACHMENT C

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] certifies, to the best of his or her knowledge, that:

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

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

The Contractor, _____, 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 D
SCOPE OF WORK
PER RFP RESPONSE**

INCERT BID RESPONSE

**CONTRACT JUSTIFICATION
FOR DEBRIS MONITORING**

Detailed description of contractual services to be performed including location, program, purpose, and condition or regulatory agency establishing the requirement for contract personnel services:

Debris Monitoring for Federal Declaration **DR-XXXX** including Vegetative, Construction and Demolition, Damaged Structures, Removal of Structures, White Goods, Household Hazardous Waste, Electronic Waste, Soil/Mud/Sand, Stumps, Leaners and Hangers, Vehicles and or Vessels.

Justification of request, including assessment of current personnel resources (i.e. utilization of current position vacancies, temporary increase in workload above capability of current workforce, level of expertise required, position classification not available to agency):

Due to the overwhelming amount of Debris the existing City Employees, Equipment, and Mutual Aid Agreements will not be sufficient to perform the required services.

Qualifications that make this contractor the best suited to perform this task:

Contractor has Scored per the Request for Proposal to be more than sufficient to complete the task including A) quality of response, B) ability to perform, C) personnel/equipment/facilities/financial resources, D) record of past performance, and E) price.

Justification of modification request (if applicable):

NA

Consequence of contract being disapproved:

The City will not have the time/equipment/personnel to complete the project within the allotted time frame to qualify for the FEMA Public Assistance Alternative Procedures Pilot Program for Debris Monitoring or complete the task within 180 days.

I have reviewed this contract request and determined that these services are needed and cannot be provided by current staff or through the staffing of a vacant position.

Mayor, City of Hattiesburg

Date



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-174

MEETING DATE: 01/23/2017

MINUTE BOOK NUMBER:

Brief Title: Declare State of Emergency that began January 6, 2

Title: Declare State of Emergency that began January 6, 2017, as a result of a Winter Storm ended, effective January 9, 2017.

Type: Action Item

Drafter: Cecilia Jones

In Control: City Council

Reference:

Attachments:

File Created: 01/23/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-175

MEETING DATE: 01/23/2017

MINUTE BOOK NUMBER:

Brief Title: Approve Order of Curfew, Tornado 1-21-17

Title: Approve order of curfew for 9 p.m. - 6 a.m. issued for areas of the City affected by the tornado that hit January 21, 2017.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: Curfew, 1-21-17, Hattiesburg Tornado 1-21-17 Map

File Created: 01/23/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

ORDER OF CURFEW

The Mayor and Council of the City of Hattiesburg have ordered a curfew extending from 9:00 p.m. – 6:00 a.m. for the areas within the city limits affected by the EF3 tornado that hit Saturday, February 21, 2017 (per attached map). The city’s governing authorities have declared a local emergency due to this natural disaster, and the curfew is ordered to protect life and property and to preserve public order and safety, in accordance with Mississippi Code Section 33-15-17. The curfew will remain in place until further notice, and will be terminated in writing. So ordered, this the 23rd day of January, A.D., 2017.

SEAL:

ATTEST:

SO ORDERED:

CLERK OF COUNCIL

PRESIDENT

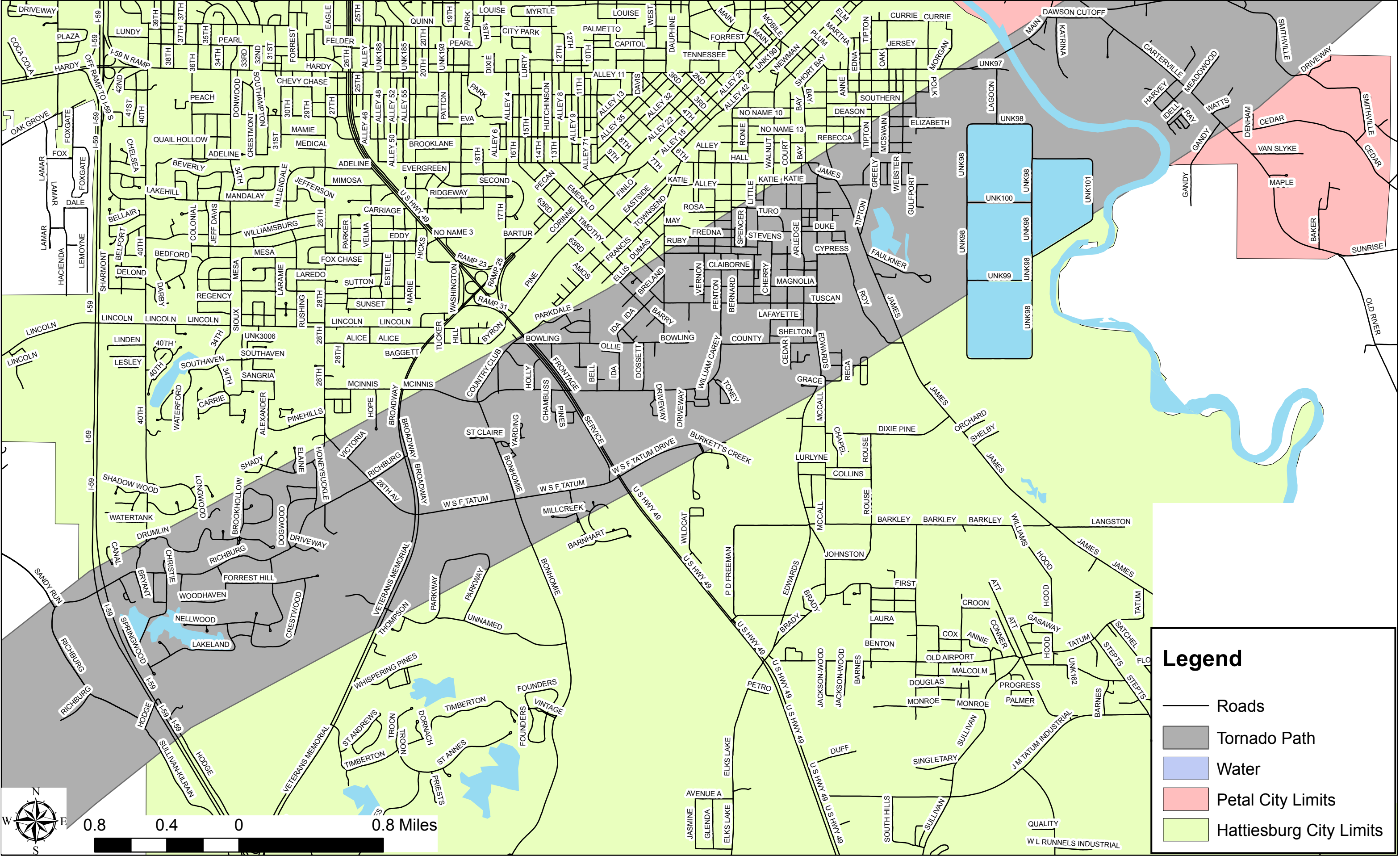
ATTEST:

SO ORDERED:

CITY CLERK

MAYOR

Tornado 1-21-2017 Hattiesburg City Limits





City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-177

MEETING DATE: 01/23/2017

MINUTE BOOK NUMBER:

Brief Title: Discuss and Take Action, Tornado 1-21-17

<u>Title:</u> Discuss and take action, if necessary, on any other tornado-related matters of business.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments:

File Created: 01/23/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File