

CITY OF CLINTON
SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
FRIDAY, APRIL 22, 2011 - 7:30 A.M.
CITY HALL CONFERENCE ROOM – 300 JEFFERSON STREET

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer – Alderman Ward 2
 Kathy Peace – Alderwoman Ward 4
 Mike Morgan – Alderman Ward 5
 Mike Cashion – Alderman Ward 6

Absent: William O Barnett – Alderman Ward 3

**AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO ADVERTISE FOR
REQUEST FOR PROPOSALS FOR DEBRIS PICKUP RESULTING FROM THE
APRIL 15, 2011 TORNADO**

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Brabham, and **SECONDED** by Alderman Greer the board authorized the Director of Public Works to advertise for Request for Proposals for debris pickup resulting from the April 15, 2011 tornado. **MOTION CARRIED UNANIMOUSLY.**

ADJOURN 7:53 A.M

MOTION was made by Alderman Brabham and **SECONDED** by Alderman Greer to adjourn. **MOTION CARRIED UNANIMOUSLY**

APPROVED: _____

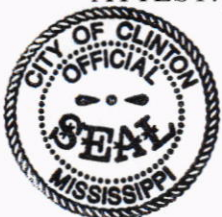
Rosemary G. Aultman, Mayor

Date

ATTEST: _____

Russell L. Wall, City Clerk

Date



REQUEST FOR PROPOSALS
DEBRIS REMOVAL SERVICES
CITY OF CLINTON, MS

NOTICE TO RESPONDENTS

All sealed proposals shall be submitted **including one (1) marked original and two (2) duplicates on the original forms, clearly marked with RFP title and description.** Proposals must be submitted by 9:00 AM 4/29/2011 at City of Clinton City Hall.

NO LATE PROPOSALS WILL BE CONSIDERED

The Owner reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal or part thereof, which in the opinion of the Owner, is most advantageous to Owner. In case of ambiguity or lack of clearness in stating the prices in the proposal, Owner reserves the right to consider the most advantageous proposal thereof or to reject the proposal.

REQUEST FOR PROPOSALS FOR CONTRACT
FOR DEBRIS REMOVAL SERVICES IN CITY OF CLINTON, MS

The CITY OF CLINTON MS is seeking proposals for the removal of disaster related debris from public property and rights-of-way (ROW) generated by disaster events.

Contractor must meet the following general conditions:

- 1) be licensed to do business in the MISSISSIPPI ;
- 2) be able to provide services to clean up, remove, haul and dispose of Debris as defined in the Scope of Services set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Services");
- 3) be willing and capable of performing the Services, including but not limited to, proper document preparation, management, and event closure services;
- 4) be knowledgeable of and have experience in providing the Services as described herein, and ensuring that all Services qualify for reimbursement under FEMA's Public Assistance Program; and
- 5) have the capacity and resources necessary to meet all obligations of this Contract.

Contractor must further provide all information requested in this RFP.

GENERAL TERMS & CONDITIONS OF RFP & CONTRACT

This section provides further RFP requirements and a general overview of the terms of the contract that shall be awarded pursuant to the RFP. Owner reserves the right to negotiate the final terms and conditions of the contract with the successful offeror.

1. RECEIPT AND OPENING OF PROPOSALS

The CITY OF CLINTON MS (hereinafter called the "Owner"), invites proposals on the form attached hereto. Sealed proposals shall be submitted **including one (1) marked original and two (2) duplicates clearly marked with RFP title. Forms supplied by Owner in this package must be completed and included in all submittals.** Owner will receive proposals at City of Clinton City Hall 300 Jefferson Street Clinton, MS 39056.

Proposals will be publicly opened immediately after the closing hour of said date. Vendor name **only** will be read aloud so as to avoid disclosure of contents.

Any proposal received after the time and date specified shall not be considered.

2. PROPOSAL MODIFICATIONS

Any offeror may modify its proposal by written communication at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to closing time. The communication should not reveal the proposal price, but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed proposal is opened.

Owner shall not provide interpretation of the meaning of the plans, specifications or other pre-proposal documents to any offeror orally. Such communication must be in writing. Every request for such interpretation should be in writing addressed to the address identified above for receipt of proposals. All requests shall be received at least five (5) days prior to the scheduled time for receipt of proposals. Any and all such interpretations and any supplemental instructions, will be in the form of written addenda to the specifications which, if issued, will be submitted to all prospective offerors not later than three (3) working days prior to the scheduled time for receipt of proposals. Failure of any offeror to receive any such addendum or interpretation shall not relieve offeror from any obligation of submitted proposal. All addenda issued shall become part of the contract documents and must be acknowledged as received on submitted document.

3. **METHOD OF AWARD**

Owner recognizes that, because this RFP is issued in connection with the possibility of a future disaster event, and because any contract awarded would be on a line item basis for multiple types of disaster-related work, it is impossible to determine with certainty which proposer's prices would ultimately result in the lowest cost to the Owner. Further, while the cost of services provided is extremely important to Owner, there are several other criteria, described in greater detail below, which shall also factor into the evaluation process. Award will therefore be based on the criteria stated in the RFP, with price being the foremost, but not the exclusive, criterion.

The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve the interests of the Owner.

4. **ACTIVATION/TERMINATION OF CONTRACT AT OWNER DISCRETION**

In the event of a disaster, Owner may elect to remove debris with its own forces, or activate the contract resulting from this RFP. Further, no amount of work is guaranteed under the contract, and Owner may terminate the contract without cause at Owner's convenience. In such event, Contractor shall be paid for work performed through the date of termination of contract.

5. **QUALIFICATIONS OF OFFEROR**

At the time of the opening of proposals, each offeror will be presumed to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any offeror to examine any form, instrument, or document shall in no way relieve any offeror from any obligation in respect of his proposal.

The Owner may make such investigations as he deems necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

6. **CONDITIONS OF WORK**

Each offeror must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful offeror of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, contractor(s) carrying out his work, must employ such methods or means as will not cause any interruptions of or interference with the work of any other contractor(s).

7. **LAWS AND REGULATIONS**

The offeror's attention is directed to the fact that all applicable state laws and the rules and regulations of all authorities having jurisdiction over aspects of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

8. **TERM OF CONTRACT**

The term of the contract shall be 3 years. Upon mutual agreement of Owner and Contractor, contract may be extended by an additional 2 years. The entire term of contract, including extensions, may not exceed 5 years.

SUPPLEMENTAL CONDITIONS

1. **Services:** Contractor must review the Scope of Services attached hereto as Exhibit "A" and provide support for the fact that it has experience and expertise in providing services for post-disaster recovery work, including work that may be eligible for reimbursement by FEMA.

2. **Payment to Contractor:**

A. Contractor shall be paid for the Services rendered and accepted in accordance with the unit prices specified in the Rate Schedule attached hereto as Exhibit "B" for debris. To receive payment under this Contract, Contractor shall submit an invoice to the Owner's Monitor for the debris hauled to each disposal site, which shall be calculated from load tickets that are issued by an Owner representative at each site.

Contractor shall be paid solely on the tickets issued and verified by the Monitor for the Owner at the disposal facilities. All loads hauled shall be full and well compacted. When a load is delivered, the driver shall provide the Owner's Monitor with the load ticket. The Monitor at the disposal site will rate each load as a % of fully loaded capacity as predetermined through truck or trailer bed measurement by the Monitor.

B. Contractor shall furnish and pay the cost of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and perform all other work required for the removal of all disaster debris, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

C. Contractor shall clearly include the words "final invoice" on Contractor's final billing to the Owner. This statement by Contractor shall constitute Contractor's certification that all services have been properly and completely performed by Contractor and all charges and costs have been properly invoiced to the Owner. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice shall be deemed waived by Contractor.

3. Inspection by Offeror: Offeror represents that it has inspected the areas where Debris is to be collected and removed and is familiar with Owner roadway system, roadway widths, and other factors that will affect the work to be performed and has not relied on any representation of conditions made by any officer, agent, or employee of the Owner.

Offeror understands that any information provided by the Owner is meant only to assist the offeror and offeror agrees to rely on its own knowledge and investigation and not any assistance provided by Owner. Offeror acknowledges that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limiting housing availability, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

4. Hours of Work: The Contractor shall operate during daylight hours coordinating with storage and disposal facilities, unless otherwise directed by the Owner's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk. Contractor shall devote such time, attention, and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a load ticket may be written for a full load only.

5. Local Preference: In choosing materials related to its services under this Contract, the Contractor shall give preference to materials grown, produced, prepared, made or manufactured in Mississippi. Contractor will make every effort to utilize and employ local subcontractors, equipment rental, supplies and other locally available resources. For purposes of this project, local shall be defined to mean the jurisdictional boundaries of the Owner.

6. Time of the Essence:

- A. Contractor understands that time is of the essence in the performance of this Contract.
- B. Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and commence the performance of services under this Contract no later than seventy-two (72) hours after notice to proceed is given.
- C. Contractor agrees to work diligently to complete this Contract by the earliest possible date; however, in no event shall the time period for Completion of this contract exceed 120 days from Notice to Proceed for complete performance in every respect under this Contract, unless Owner initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.
- D. Both parties pursuant to applicable federal, state, and local law will equitably negotiate subsequent changes and completion time.

7. Liability and Indemnity:

- A. Contractor agrees that he shall be responsible for all damages and all liability to both public and private property in the performance of its duties under the Contract, and shall report such damages to the Owner's designated representative as soon as possible.
- B. Contractor agrees to indemnify and save harmless the Owner, its officers, agents, monitors, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his subcontractors) in the performance of work under this Contract.

8. Liability Insurance: The Contractor agrees to and shall procure and maintain during the duration of this Contract, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name as additional insured, waive and hold harmless the Owner and the Monitor.

Certificates of Insurance shall be filed with the Owner and shall list the Owner and Monitor as additional insured. Include waiver of subrogation in the favor of Owner. All liability insurance must contain contractual action over claims cause; insurance shall be written with limits of liability of not less than the following:

- A. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death with umbrella coverage of \$4,000,000.
- B. \$1,000,000 primary limit for all property damage, with umbrella coverage of \$4,000,000.

9. Workers Compensation Insurance: Contractor shall provide Workers Compensation Insurance and maintain at its expense during the term of this Contract, in accordance with workers compensation laws of the state, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work under this contract are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's workers compensation coverage.

10. Independent Contractor: At all times and under all conditions, Contractor shall continue to be an independent Contractor and shall not represent itself in any way as an agent of the Owner. As independent contractors, Contractor and all sub-contractors are not entitled to any employment benefits.

11. Personnel: Contractor represents and warrants to the Owner that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the Owner or to have any contractual relationship with the Owner. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Any changes or substitutions in Contractor's key personnel must be approved in advance by the Owner. Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless, or otherwise objectionable.

12. Safety:

A. Contractor understands and acknowledges that it will be working in congested areas. Contractor shall employ flag men and other necessary measures to protect the public and shall be fully responsible for implementing safety measures in performing its work under this Contract. Contractor will provide necessary traffic control measures.

B. Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the Owner.

C. Contractor shall employ and utilize sufficient manpower and equipment to assure that work zone safety is in keeping with all requirements established by the Federal Highway Administration's Manual for Work Zone Safety. The Owner reserves the right to curtail work efforts until unsafe practices are corrected. Contractor shall present to the Owner, within 48 hours of the execution of this Contract, a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to employees or other persons associated with or in proximity to work zones. It shall be the responsibility of Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable federal, state, and local laws and regulations regarding the use of such vehicles and equipment on public roadways.

13. Performance: Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the Owner. Such performance by Contractor shall be in compliance with all applicable local, state, and federal laws and regulations.

14. Modifications of Work: The Owner reserves the right to make changes in the Services, including alterations, reductions or additions thereto. Upon receipt by Contractor of the Owner's notification of a contemplated change, Contractor shall (a) if requested by the Owner, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the Owner of any estimated change in the completion date, and (c) advise the Owner in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the Owner instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated change, pending the Owner's decision to proceed with the change. If the Owner elects to make the change, the Owner shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties

15. Applicability to sub-jurisdictions: Subsequent to award of the contract, Owner may enter in to one or more agreements with local jurisdictions in the OWNER under which those local jurisdictions may avail themselves of contractor's services under the contract. Successful contractor must therefore have the ability to provide services under this contract OWNER -wide as well as within any applicable sub-jurisdiction.

EXHIBIT "A"

SCOPE OF SERVICES

The primary purpose of this scope of work is to maintain the public health, safety, and well being of Owner during the response to an emergency situation, as well as to restore the public areas of Owner to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. Debris removal from private property may be added to this contract. The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage. Direction by the Owner in this proposal shall also mean direction by the Monitor.

Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time.

The Contractor shall maintain debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of ROW debris during each pass and provide this information to the Monitor on a daily basis. To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by an Owner representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction sites.

1. Removal and Hauling Vegetative Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site(s) (DMS) within the community as designated by Owner. This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Contractor under pay items 11 and 12 below and placed on public property or ROW. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity. Item #1 on Price Proposal Sheet.

2. Site Management:

The Contractor shall manage one or more Debris Management Sites (DMS) designated by the Owner. Site management, debris reduction, and site closure shall comply with all laws and regulations. DMS management shall include site security and include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity. Item #2 on Price Proposal Sheet.

3. Reduction of Vegetative Debris by Grinding:

The Contractor shall reduce vegetative debris by grinding. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Payment under this pay item shall be based on a per cubic yard quantity. Item #3 on Price Proposal Sheet.

4. Reduction of Vegetative Debris by Burning:

The Contractor shall reduce vegetative debris by air curtain incinerator burning or open burning if permitted by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Payment under this pay item shall be based on a per cubic yard quantity. Item #4 and #5 on Price Proposal Sheet.

5. Loading, Hauling, and Disposal of Vegetative Debris Reduced by Grinding:

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the Owner. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity [Tipping fees will be paid by Owner]. Item #6 on Price Proposal Sheet.

6. Loading, Hauling, and Disposal of Vegetative Debris Reduced by Burning:

Contractor shall load and haul reduced (by burning) vegetative debris to a final disposal site as directed by the Owner. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity [Tipping fees will be paid by Owner]. Item #7 on Price Proposal Sheet.

7. Removal and Hauling of C&D Debris to DMS

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all C&D Debris collected from public property and ROW. The Contractor shall haul C&D debris to a DMS within the community, as designated by the Owner. Payment under this pay item shall be based on a per cubic yard quantity. Item #8 on Price Proposal Sheet.

8. Reduction of C&D Debris by Grinding:

In order to reduce the burden on available landfill space, the Contractor shall reduce C&D debris by grinding if permitted by Owner. This may include C&D debris delivered to the DMS by the Contractor, by the Owner, or by others. Payment under this pay item shall be based on a per cubic yard quantity. Item #9 on Price Proposal Sheet.

9. Loading, Hauling, and Disposal of C&D Debris Reduced by Grinding:

Contractor shall load and haul reduced (by grinding) C&D debris to a final disposal site as directed by the Owner. The Contractor may be required to remove and haul reduced debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity [Tipping fees will be paid by Owner]. Item #10 on Price Proposal Sheet.

10. Loading, Hauling, and Disposal of C&D Debris (Non DMS Option):

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Contractor shall deliver C&D Debris directly to a final disposal site approved and directed by the Owner. Additionally, the Contractor may be required to pick up and remove C&D Debris located at DMS sites operated by others, as directed by the Owner or Monitor, for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity [Tipping fees will be paid by Owner]. Item #11 on Price Proposal Sheet.

11. Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees on public property and ROW, as identified by the Owner or Monitor. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under pay item 1 above [Tipping fees will be paid by Owner]. Item #12 on Price Proposal Sheet.

12. Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 54" above ground) from public property and ROW, as identified by the Owner or Monitor. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Price Proposal. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled separately under pay item 1 above. Item #13 on Price Proposal Sheet.

13. Removal of Hazardous Stumps:

If more than 50% of the root ball of a stump, greater than 24 inches diameter measured 24 inches above the ground, is exposed, the stump shall be removed. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Payment will be on a per stump basis in size categories as shown in the Price Proposal. Payment is for stump removal only. For hauling purposes, stumps will be converted to cubic yards measurement and hauled under payment item 1. For reduction and disposal purposes, stumps will be considered vegetative debris and handled as such under separate line items. Item #14 on Price Proposal Sheet.

14. White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose of, at contractor's discretion) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling. Contractor shall be responsible for any disposal costs. Payment under this item will be per each unit. Item #15 on Price Proposal Sheet.

15. Electronics Waste:

The Contractor shall removal, haul, and recycle (or dispose of, at contractor's discretion electronics waste (e-waste) from public property and ROW. Payment under this item will be per cubic yard. Contractor shall be responsible for any disposal costs. Item #16 on Price Proposal Sheet.

16. Concrete:

The Contractor shall load, haul, and dispose of concrete material separated by the property owner and placed on public property and ROW, as directed by Owner or Monitor. Any tipping fees shall be paid by Owner. Payment under this item will be per cubic yard. Item #17 on Price Proposal Sheet.

17. Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I disposal sites. The Contractor will segregate these items from vegetative and C/D debris and load and transport the HHW to a collection site identified by the Owner. Disposal will be the responsibility of Owner. No disposal is included in this line item. The HHW will be segregated in the field and hauled in concentrated loads. Payment under this item will be per pound. Item #18 on Price Proposal Sheet.

18. Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Any tipping fees shall be paid by Owner. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. Payment under this item will be per each unit. Item #19 on Price Proposal Sheet.

19. Abandoned Tires:

If directed by Owner, the Contractor shall remove and transport abandoned tires from public property and ROW. The Contractor will segregate these items from vegetative and C&D debris and load and transport the tires to a collection site as identified by Owner. The tires will be segregated in the field and hauled in concentrated loads. Payment under this item will be per tire. Item #20 on Price Proposal Sheet.

20. Removal, Hauling, and Disposal of Dead Animal Carcasses.

The Contractor shall remove haul and dispose of dead animal carcasses as directed by the Owner or Monitor. Disposal must be in accordance with federal, state, and local regulations [Tipping Fees will be paid by owner]. Item #21 on Price Proposal Sheet.

21. Removal and Hauling of Storm Deposited Soils to DMS

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all storm deposited soils (sand, silt, mud) collected from public property and ROW. The Contractor shall haul storm deposited soils to a Debris Management Site (DMS) within the community, as designated by Owner. Payment under this pay item shall be based on a per cubic yard quantity. Item #22 on Price Proposal Sheet.

22. Canal/Waterway Debris Removal

At the Direction of the Owner or Monitor, the Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. Payment for this item will be per linear foot based on the size categories listed in the Price Proposal. Hauling and disposal for this line item will be under the separate pay item applicable to the classification of the resulting debris. Item #23 on Price Proposal Sheet.

23. Priority of Work Areas:

The Owner will establish the priority of and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If multiple contracts are awarded, each Contractor will be assigned a geographic area or type of debris. The Owner may choose to reassign areas at any time for any reason. The contractor shall remove all debris and leave the site from which the Debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less that is not picked up by equipment, machinery, and general laborers used by the Contractor). Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Owner or its agent. **Contractor will not be allowed to "cherry pick" debris.**

24. Debris Ownership and Hauling Responsibilities:

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris.

25. Debris Disposal:

A. The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards and regulations. Final disposal locations will be at Mississippi Department of Environmental Quality approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be attached to this Contract in the form of an Addendum to this Contract. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by Owner.

B. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per applicable federal, state, or local criteria. Acceptance of proper closure by relevant government authorities must be documented by the Contractor prior to final payment under this contract. Contractor will be responsible for performing applicable environmental baseline studies prior to utilizing a site.

C. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, or any other Federal, State or local agencies or authorities.

D. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

F. The Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

26. Contractor Equipment:

A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all USDOT and state regulations, and are subject to the approval of the Owner. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pickup any oil spilled from loading or hauling vehicles.

B. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter processing and disposal facilities.

C. The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of Debris from the DMS sites to the permanent disposal sites. The listing shall include the following information:

- a. Truck and/or trailer license number.
- b. Year, make, and color of each truck and/or trailer.
- c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.

D. Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for debris being transported.

E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

27. Emergency Road Clearance:

Immediately following a disaster, it may be necessary to perform emergency clearance of primary transportation routes as directed by the Owner. Payment under this item will be on an hourly basis for manpower and equipment as listed in Part II of the Price Proposal. This hourly work will only be conducted for the first 70 hours unless otherwise agreed in writing.

EXHIBIT "B"

CONTRACTOR'S PRICE PROPOSAL

Date _____

Proposal of _____
(hereinafter called "Contractor"), authorized to do business under the laws of the Mississippi,
proposes to the CITY OF CLINTON MS , (hereinafter called "Owner").

The Contractor, in compliance with your invitation for proposals for:

CITY OF CLINTON MS DEBRIS REMOVAL SERVICES

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced proposals will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Contractor acknowledges receipt of the following addenda:

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

	ITEM DESCRIPTION	UNIT PRICE	
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under pay items 10 and 11 below.	0-15.9 miles	\$_____/cy
		16.0-30.9 miles	\$_____/cy
		31-60 miles	\$_____/cy
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or Owner.	\$_____/cy	
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE OWNER. Grinding of disaster related debris delivered to the DMS by Contractor or Owner	\$_____/cy	
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE OWNER. Burning of disaster related debris delivered to the DMS by Contractor or Owner.	\$_____/cy	
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE OWNER. Burning of disaster related debris delivered to the DMS by Contractor or Owner.	\$_____/cy	
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE OWNER, Owner to pay all tipping fees directly.	0-15.9 miles	\$_____/cy
		16.0-30.9 miles	\$_____/cy
		31-60 miles	\$_____/cy

7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE OWNER, Owner to pay tipping fees directly.	0-15.9 miles \$ ____./cy 16.0-30.9 miles \$ ____./cy 31-60 miles \$ ____./cy
8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles \$ ____./cy 16.0-30.9 miles \$ ____./cy 31-60 miles \$ ____./cy
9	REDUCTION OF C&D DEBRIS BY GRINDING	\$ ____./cy
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE OWNER, Owner to pay all tipping fees directly.	0-15.9 miles \$ ____./cy 16.0-30.9 miles \$ ____./cy 31-60 miles \$ ____./cy
11	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE OWNER, with Owner paying all tipping fees directly.(NON DMS OPTION)	0-15.9 miles \$ ____./cy 16.0-30.9 miles \$ ____./cy 31-60 miles \$ ____./cy
12	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW.	\$ ____./tree

13	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) and place them on public property or ROW. 6 inches to 11.99 inches diameter \$ _____. ____ /tree 12 inches to 23.99 inches diameter \$ _____. ____ /tree 24 inches to 35.99 inches diameter \$ _____. ____ /tree 36 inches to 47.99 inches diameter \$ _____. ____ /tree Greater than 48 inches diameter \$ _____. ____ /tree	
14	REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contractor shall backfill holes and ruts left by excavation of the stump. 24 inches to 35.99 inches diameter \$ _____. ____ /stump 36 inches to 47.99 inches diameter \$ _____. ____ /stump Greater than 48 inches diameter \$ _____. ____ /stump	
15	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.	\$ _____. ____ /unit
16	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.	\$ _____. ____ /unit
17	REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property owner.	\$ _____. ____ /cy

18	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the Owner.	\$ _____. ____ /lb.
19	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. Owner is responsible for final disposal costs.	\$ _____. ____ /each
20	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by Owner. [Tipping fees to be paid by Owner].	\$ _____. ____ /each
21	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the Owner. [Tipping fees to be paid by Owner]	\$ _____. ____ /lb.
22	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the Owner. Final disposition of the soils shall be the responsibility of the Owner.	\$ _____. ____ /cy
23	CANAL/WATERWAY DEBRIS REMOVAL. The Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. No hauling to DMS or landfill will occur under this line item.	
	1 foot to 10 feet (average width)	\$ _____. ____ /per linear foot
	10.1 feet to 20 feet(average width)	\$ _____. ____ /per linear foot
	20.1 feet to 35 feet(average width)	\$ _____. ____ /per linear foot

	Greater than 35 feet(average width)	\$ _____ /per linear foot
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C ONTRACTOR'S PRICE PROPOSAL – PART II

EQUIPMENT AND LABOR RATES

ITEM	DESCRIPTION	HOURLY PRICE
1.	JD 544 Wheel Loader with debris grapple	\$ _____
2.	JD 644 Wheel Loader with debris grapple	\$ _____
3.	Extendaboom Forklift with debris grapple	\$ _____
4.	753 Bobcat Skid Steer Loader with debris grapple	\$ _____
5.	753 Bobcat Skid Steer Loader with bucket	\$ _____
6.	753 Bobcat Skid Steer Loader with street sweeper	\$ _____
7.	30-50 H Farm Tractor with box blade or rake	\$ _____
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ _____
9.	3 – 4 cu. yd. Articulated Loader with bucket	\$ _____
10.	JD 648E Log Skidder or equivalent	\$ _____
11.	CAT D4 Dozer	\$ _____
12.	CAT D5 Dozer	\$ _____
13.	CAT D6 Dozer	\$ _____
14.	CAT D7 Dozer	\$ _____
15.	CAT D8 Dozer	\$ _____
16.	CAT 125 – 140 HP Motor Grader	\$ _____
17.	JD 690 Trackhoe with debris grapple	\$ _____
18.	JD 690 Trackhoe with bucket and thumb	\$ _____
19.	Rubber Tired Excavator with debris grapple	\$ _____
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	\$ _____
21.	210 Prentiss Knuckleboom with debris grapple	\$ _____
22.	CAT 623 Self-Loader Scraper	\$ _____
23.	Hand-Fed Debris Chipper	\$ _____
24.	30 Ton Crane	\$ _____
25.	50 Ton Crane	\$ _____
26.	100 Ton Crane (8 hour minimum)	\$ _____
27.	40 – 60' Bucket Truck	\$ _____
28.	Greater than 60' Bucket Truck	\$ _____
29.	Fuel/ Service Truck	\$ _____
30.	Water Truck	\$ _____
31.	Portable Light Plant	\$ _____
32.	Lowboy Trailer with Tractor	\$ _____

33. Flatbed Truck	\$ _____
34. Pick-up Truck (unmanned)	\$ _____
35. Self-Loading Dump Truck with debris grapple	\$ _____
36. Single Axel Dump Truck, 5 – 12 cu. yd.	\$ _____
37. Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ _____
38. Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ _____
39. Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ _____
40. Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ _____
41. Chainsaw (without operator)	\$ _____
42. Temporary Office Trailer	\$ _____
43. Mobile Command and Communications Trailer	\$ _____
44. Laborer, with small hand tools	\$ _____
45. Skilled Sawman	\$ _____
46. Crew Foreman with cell phone	\$ _____
47. Tree Climber	\$ _____

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance: Annual 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. Mobile Command Unit: The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include, but are not limited to, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

No amount of work is guaranteed under this contract.

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units of other material removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage which will be retained for a minimum of sixty (60) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the Owner reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

Respondent understands that the Owner reserves the right to reject any or all offers and to waive informalities in the proposal. The offeror agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Signature of Representative: _____

PROPOSAL REQUIREMENTS & RESPONSE FORMAT

Proposers shall present their responses to the Request for Proposals in the manner and format listed below, identifying each response by its respective tab:

1. Qualifications of Firm

- Summary of Qualifications: Provide a description and history of the firm which summarizes Proposer's experience in all aspects of emergency debris management (reference resources, operations, planning, contract management, accounting systems, and knowledge and experience with reimbursement programs).
- Past Projects: Provide a table of Past Projects, including CY yards of debris removed, dollar value of contract, and contact information for the client.
- FEMA Reimbursement: Describe your experience and understanding of FEMA funding and reimbursement processes.
- Environmental Requirements: Describe your experience and understanding of environmental requirements.
- Solid & Hazardous Waste: Describe your experience and understanding of Solid & Hazardous Waste Management.
- Equipment: Provide a list of contractor owned debris removal equipment.
- Litigation Summary: Provide a list of all claims, arbitrations, administrative hearings, and lawsuits brought by any past clients against your company during the last five (5) years (give explanations where possible).

2. Technical Plan

- Project Approach: Provide a narrative description of your approach to project operations, including principles of project management, pre-planning approach, and mobilization method.
- Contract Management: Describe your ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support.
- Accounting & Document Management: Describe your approach to invoicing and documentation.
- Debris Operations Plan: This description should fully and completely demonstrate the proposers intended methods in performing the contract. At a minimum, the plan shall address mobilization, response time, hauling, staging, reduction, recycling, disposal, DMS management, contract management, accounting and required documentation.

3. Project Management

- Key Personnel: Provide a descriptive list of key personnel to be assigned to provide the required services with resumes for each describing experience, training, and education relevant to the required services (Proposer must state whether any employee thereof anticipated being assigned to provide debris removal services has been a defendant in any proceeding involving or arising out of debris removal services within the past five years).
- Subcontracting Protocol: Discuss ability to supervise multiple debris removal crews and subcontractors, and include project management methods that ensure quality control of the work being performed by the Project Management team, crews, and subcontractors.

4. Financial Capability

- Bank Reference: Provide evidence in the form of a letter from its bank confirming Proposer's financial capability to finance a multi-million dollar volume of work for a minimum of 45 days without interference or a slow-down in the work.
- Surety Reference: Proposer must also demonstrate bonding capability by submitting a letter from its surety stating that the Proposer has a bonding capacity of at least \$20 million.

5. References

- References: List five projects of similar complexity that documents successful and reliable experience in past performance within the last five (5) years. A minimum of two references should be from governmental entities involving hurricane debris removal experience of a minimum of 500,000 cubic yards. The reference list should demonstrate the company's long term commitment and investment in the emergency disaster services field and identify each client, date of contract, and dollar amount, with contact name, address, and telephone number. Letters of reference may be included.

6. Cost Proposal

EVALUATION & CONTRACT AWARD

EVALUATION:

- A. The Owner reserves the right to award a contract(s) pursuant to this RFP without further discussion with Proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

The Owner may choose to conduct a pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Proposer(s) who after evaluation of the criteria stated in Item B is/are determined to best meet the needs of the Owner.

- B. The following criteria will be used by Owner's staff to evaluate the proposals and make a selection:

Qualifications of Firm	15%
Technical Plan	20%
Project Management	10%
Financial Capability	20%
References	10%
Cost Proposal	<u>25%</u>
	100%

- C. Award will be made to the Proposer that the Owner determines can accomplish the requirements set forth in the Request for Proposal packet in a manner most advantageous to the Owner.

The Owner has the option to reject any and all Proposals should it be deemed in the Owner's best interest to do so.

The Owner shall be the sole judge of Proposer's qualifications and reserves the right to verify all information submitted by Proposer(s).