

Disaster Debris Removal and Disposal Services

RFP 2022-05

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Visit us on the web at

www.mayfieldky.gov

Opens May 18th, 2022

4:00pm CST

Date Awarded:

June 13th, 2022 , 5pm CST

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ATTACHMENTS:

CONTRACTOR'S QUALIFICATIONS STATEMENT

NON-COLLUSIVE AFFIDAVIT

COST SCHEDULE

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SIGNATURE PAGE

ACKNOWLEDGEMENT OF ADDENDUMS

PERFORMANCE REFERENCE FORM

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the CITY OF MAYFIELD is seeking sealed proposals for the following work as specified:

Disaster Debris Removal and Disposal Services

RFP NUMBER: 2022- 05 CITY OF MAYFIELD, KENTUCKY

The City of Mayfield will be accepting sealed proposals up to **4:00 PM CST, on Monday, June 3rd, 2022**, in the City Clerk's Office, 1108 Cuba Road, Ste B Mayfield, Kentucky 42066 and will be opened at 5:00pm CST, June 3rd, 2022. **Bids received after 4:00 PM will not be considered and will be returned unopened.**

The City of Mayfield, Kentucky (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor or Disaster Debris Removal Services (DDRS), to provide non-exclusive debris removal services as outlined with the terms, conditions, and specifications contained in this Request for Proposals (RFP). All services must be rendered in accordance with the Title 2 Code of Federal Regulations (C.F.R.) Part 200, and all other federal requirement standards to receive federal reimbursement funding. Please refer to the following website for further information on federal requirements <https://www.ecfr.gov>. **Please note the following: This solicitation is not a request for Disaster Debris Monitoring Services. The City of Mayfield reserves the right to select one or more firms.**

An original, three (3) copies and a PDF version of the proposal must be received in sealed envelopes bearing the words "**RFP Number 2022- Disaster Debris Removal and Disposal Services**" and should be hand-delivered or mailed to the City Clerk, City of Mayfield, 1108 Cuba Road Ste B, Mayfield, Kentucky 42066 **E-mailed and faxed proposals will not be accepted.**

RFP Documents may be examined and obtained on and after May 18th, 2022 at 4p.m. CST at the Mayfield Clerk's Office: 1108 Cuba Road, Ste B, Mayfield, Kentucky 42066.

Responsible questions regarding this RFP offering may be directed to the Clerk's Office: Tami Johnson at tjohnson@mayfieldky.gov The last date for questions pertaining to this proposal is ten days before due date. Questions after this date will not be answered.

Any and all responses to questions or inquiries, interpretations and supplemental

instructions will be in the form of written addenda which, if issued, will be posted on the City website (www.mayfieldky.gov)

The City Council of the City of Mayfield reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of any proposal as they may deem to be in the interest of the citizens of the City of Mayfield. **The winning participant is required to enter into a contract with the City of Mayfield.**

STATEMENT OF NON- PARTICIPATION

Proposal NO.: RFP 2022-05

Disaster Debris Removal and Disposal Services

Note: If you do not intend to submit a bid/proposal on this item/service, complete this form and mail to:

Clerk's Office
City of Mayfield
1108 Cuba Road, Ste B
Mayfield, Kentucky 42066

Please indicate the proposal number and title of the proposal on the outside of the envelope.

We/I do not wish to participate in this proposal for the following reason:

- Specifications proprietary
- Cannot supply at this time
- We do not carry this item
- We do not provide this service
- Unable to meet specifications
- Unable to meet Bond requirements
- Other

Please keep us on your bid list for future projects_____yes _____no

Signature: _____

Name of Company: _____

Address: _____

1. DEFINITIONS

Whenever the following terms appear in the proposal, the intent and meaning shall be interpreted as follows:

- 1.1. **Choke Point** means an inspection site where all trucks must pass.
- 1.2. **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.
- 1.3. **Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.
- 1.4. **Public Works Director** means the City's representative duly authorized by the City Manager to provide direction to the DDRSC regarding services provided pursuant to this RFP and resulting contract.
- 1.5. **Debris** means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.
- 1.6. **Disaster Debris Removal Service Contractor (DDRSC)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.
- 1.7. **Debris Monitor Service Contractor (DMSC)** means the firm retained by the City to monitor the DDRSC's activities pursuant to its contract with the City and to ensure compliance with FEMA requirements.
- 1.8. **Drop-Off Site** means a site established for residents of the City of Mayfield to drop off debris.

- 1.9. **Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.
- 1.10. **Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the City Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.
- 1.11. **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement.
- 1.12. **FEMA** means the Federal Emergency Management Administration.
- 1.13 **FHWA** means the Federal Highway Administration.
- 1.14. **Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.
- 1.15. **Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.
- 1.16. **Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- 1.17. **Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

- 1.18. **KYDPH** means Kentucky Department of Public Health
- 1.19. **KYEEC** means Kentucky Energy and Environmental Cabinet
- 1.20. **KYTC** means Kentucky Transportation Cabinet
- 1.21. **Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.
- 1.22. **Notice to Proceed** means the written notice given by the City Manager (or designee) to the DDRSC of the date and time for work to start.
- 1.23. **NRCS** means Natural Resources Conservation Service.
- 1.24. **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.
- 1.25. **Project Manager** means the DDRSC's representative authorized to make and execute decisions on behalf of the DDRSC.
- 1.26. **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.
- 1.27. **Vegetative White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.
- 1.28. **TDRS** means Temporarily Debris Reduction Sites.

2. SCOPE OF SERVICES

The City is seeking proposals to establish a pre-need, pre-event contract with a qualified Contractors for Disaster Debris Removal Services (DDRS), herein after referred to as Contractor to provide services to the City during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks and pandemics. In the event of a disaster or emergency, the Contractors shall service the City first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the City.

The Contractor or Contractors may also be called upon throughout the year to render services to assist the City with special needs and events other than full-scale disasters, as determined by the City Manager. Contractors shall be compliant with all applicable regulations of the Federal Emergency Management Agency (FEMA), Kentucky Transportation Cabinet (KYTC), Federal Highway Administration (FHWA), Kentucky Department of Public Health (FDH), Natural Resources Conservation Services (NRCS), and the Kentucky Energy and Environmental Cabinet (KYEEC) to make successful coordination of services for the City of Mayfield. The Contractor or Contractors should have proven processes in place and best practices to recoup reimbursement from FEMA and all other hosts agencies federal, and state funded programs.

A. Services may include, but not be limited to:

Project Management Assistances	Federal & State Reporting	Reimbursement Assistances
Large-Scale Debris Removal	Separation	Processing and Disposal
Managing & Operating Temporary Debris Management Sites	Demolition	Demolition Debris Removal
Marine Salvage Operations (Boats)	Waterway Debris Clearing	Sand Removal From Roads
Streets and Rights-of-way	Emergency Berm Construction	Restoration of Damaged Property by the Haulers Including Debris Sites Locations
Hazardous Waste Handling	Tree Trimming (Leaners and Hangers)	Stump Grinding and Removal

The City's expectation is that by hiring a professional Disaster Debris Removal Services Contractor or Contractors (DDRSC) to assist the City in a disaster event, the City is fully dependent and relying upon the professional expertise, training and

experience of the DDRSC. The DDRSC shall be fully responsible to advise the City on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. DDRSC shall perform all work in compliance with such regulations, representing the City to ensure maximum financial recovery.

DDRSC will work under the direction of the City's Public Works Director. The City Manager or designee will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Public Works Director.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that it has successfully completed services, as specified in this solicitation and are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the DDRSC must have no conflict of interest with regard to any other work performed by the Contractors for the City of Mayfield.

The selected firm or firms must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures and must demonstrate such to the City in its proposal and subsequent selection process presentations. The selected firm or firms must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm or firms will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the City from beginning to end to ensure maximum financial recovery for the City.

The City shall issue a separate Request for Proposals, or extend current contract, or for —Disaster Debris Monitoring Services. The Contractor for Disaster/Debris Monitoring Services and for —Disaster/Debris Removal Services shall not be employed or be affiliated with the each other for providing these types of services that are mention in this RFP. A company and affiliates can only submit for one of the two RFP'S for these services that the City may meets requirements for FEMA reimbursement funding sources.

3. BACKGROUND INFORMATION

The City may experience massive destruction from the impact of a massive tornado, violent storms spawning smaller tornadoes, and other natural or manmade disasters or emergencies.

As a full-service company providing for the economic sustainability of business and residential life, efficient and effective recovery of debris is paramount following a disaster event. The City has highly rated City recreational programs, as well as fire/police services. Therefore, the City is seeking a highly experienced and highly qualified Disaster Debris Removal Service Contractors to protect the health, safety, and welfare of our community should disaster strike.

4. GENERAL REQUIREMENTS

- 4.1. DDRSC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by DDRSC and labor, materials and equipment used by DDRSC, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidelines.
- 4.2. DDRSC shall submit with its response to this RFP an operational plan to demonstrate compliance with the bid specifications.
- 4.3. DDRSC shall disclose current and future debris management contractual obligations within the State of Kentucky with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude DDRSC from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of DDRSC available resources committed to these other accounts. Report will also indicate available resources dedicated to the City of Mayfield. **The expectation is that in the event of a disaster, DDRSC shall service the City of Mayfield first.**
- 4.4. DDRSC's Project Manager or a higher ranking decision-making designee shall be physically present at the City's Emergency Operations Center within twenty-

four (24) to forty-eight hours after the storm warning is issued. DDRSC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.

- 4.5. When a notice to proceed in advance of an event has been received by Contractor, he/she will make all necessary arrangements to mobilize and stage resources adequate to begin the emergency push operations within two (2) hours, or whatever is reasonable after all-clear conditions that are reasonably suitable to start emergency push operations. The City of Mayfield shall not provide any additional compensation for mobilization or standby time. Any and all costs for mobilization shall be built into each proposer submitted rates for emergency push services.

At a minimum, the mobilization of four crews shall consist of at least four persons, consisting of two chain saw operators, a wheel loader with a 2.5 cubic yard bucket and operator, and a 10 cubic yard (minimum) dump truck or trailer with driver. There shall be one supervisor per every four crews. The supervisor shall have his/her own truck for transportation. The above personnel requirements may be changed based on the needs of the City of Mayfield or if the City elects to award multiple contractors. Contractor shall provide one hundred percent (100%) of the required resources within ninety-six (96) hours, or as instructed by the Public Works Director.

- 4.6. DDRSC shall provide a Clean as You Go Policy and supervise and enforce such policy during debris management operations.

- 4.7. DDRSC shall provide the following annual services at the DDRSC's expense:

- DDRSC shall attend and participate in an annual meeting with the City.
- DDRSC shall prepare and present a written plan of operations, including a clear description of the percentage of work DDRSC may subcontract out and a list of subcontractors, at an annual meeting with the City.
- Upon request, DDRSC shall annually review and visit, with City staff, to be used during the coming year.
- DDRSC shall provide phone consultations and reference information to City staff upon request.

- 4.8. DDRSC shall notify the City within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DDRSC or its subcontractors while conducting work within the scope of this contract. DDRSC shall be responsible for responding to and completing any corrective

action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.

- 4.9. DDRSC shall be paid for any special tasks requested by the City and as agreed to by DDRSC and the City based on the hourly rate schedule contained herein.

4.10. To the extent required by applicable federal and state regulations, the City must approve all of DDRSC's subcontractors prior to their providing service. DDRSC shall not use a subcontractor or material supplier to whom the City reasonably objects. DDRSC shall supply the City, as part of the annual plan of operations, a list of local individuals and firms under contract. All debris management subcontractors shall work for the DDRSC rather than the City. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.

5. **DEBRIS REMOVAL**

DDRSC shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

- 5.1. **FEMA Compliance** – DDRSC shall work closely with the City's Debris Monitor Service Contractor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. DDRSC's failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the DDRSC by the City.
- 5.2. **Emergency Road Clearance** – Immediately following a disaster, it may be necessary for DDRSC to cut, toss and/or push debris from primary transportation routes as identified and directed by the City. Payment under this item will be on an hourly basis for Labor and Equipment as listed under Group Two and Group Three on the Pricing Proposal Form. This hourly work will only be conducted for the first seventy (70) hours only, unless otherwise agreed in writing.
- 5.3. **Debris Removal from Public Rights-of-Way** – As identified and directed by the City, DDRSC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the City rights-of-way and public property. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar

manner and shall be handled separately from Mixed Debris. The city reserves the right to set up temporarily staging sites to prepare debris for final disposal in order to reduce cost and to effectively serve the resident of the City of Mayfield.

- 5.4. **Demolition of Structures, Debris Removal from Private and Publicly Owned Property** – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DDRSC, as directed by the City, shall demolish structures and remove and relocate to TDRS or to final disposal site. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the City
- 5.5. **Stump Removal, Backfill and Haul** – As identified and directed by the City, DDRSC shall remove Hazardous Stumps, haul each stump to a designated site and backfill each stump hole with compatible material as determined by the City and DDRSC. Each stump shall be inspected by City and DDRSC inspectors and documented as to the appropriate size and payment category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal based on the Stump Conversion Table in FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility, dated May 2007, or any subsequent edition. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a reasonable cost. All stumps that are in the public rights-of-way but not in the ground shall be picked up, or other designated site, and included in the overall cubic yard price for debris removal. DDRSC shall provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Public Works Director to obtain City or FEMA review and approval.
- 5.6. **Leaning Trees and Hanging Limbs** – DDRSC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Public Works Director. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.
- 5.7. **Multiple Schedule Pass** – DDRSC shall make as many passes as necessary, unless otherwise directed by the Public Works Director, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DDRSC shall not move from one designated work area to another designated work area without approval from the Debris Monitor Service Contractor or Public Work Director.

- 5.8. **Removal from Drainage Systems** – DDRSC shall remove storm-generated debris from waterways and drainage systems, including drainage canals, retention areas, creeks and ditches.
- 5.9. **Security of Debris during Hauling** – DDRSC shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DDRSC shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with KYTC and FEMA guidelines. As required, DDRSC will survey the primary routes used by DDRSC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.
- 5.10. **Damage by DDRSC** – DDRSC shall restore and/or repair, at DDRSC's expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DDRSC's activities. DDRSC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DDRSC, such property shall be restored by DDRSC at its expense to a condition similar or equal to that existing before such damage or injury, or DDRSC shall repair such damage in a manner acceptable to the Contract Manager. DDRSC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the City. In the event DDRSC fails to respond in a timely manner, the City may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DDRSC's invoice. Additionally, DDRSC's continuous and repetitive incidents of —failure to respond as contracted may be considered cause to cancel this contract.
- 5.11. **Eligibility of Debris** – The eligibility will be determined by the DDMSC. Station of the monitors will be determined by the Public Works Director and DMSC. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DDRSC shall be responsible for any hauling, processing and disposal costs charged to the City by that truck during that day.
- 5.12. **Onsite Chipping** – In areas not accessible by debris removal equipment and as directed by the Public Works Director, DDRSC will chip limbs, branches, foliage, etc., onsite using a hand-fed chipper. DDRSC will collect chipped and other tree debris immediately following completion of the chipping and haul the

mulch or chipped debris to a final disposal site as determined by the Contract Manager.

- 5.13. **Interference with Disaster Recovery Efforts** – DDRSC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.
- 5.14. **Accumulation of Debris** – No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Public Work's Director. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of way in such a manner as to result in a hazard to the public.
- 5.15. **Monitoring of DDRSC Removal Activities** – The Public Works Director and Debris Monitor Service Contractor will monitor all DDRSC operations. DDRSC is expected to work closely with the Debris Monitor Service Contractor Agency and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

6. RESIDENTIAL DROP-OFF SITES

The City may elect to open a number of Drop-Off Sites to allow City residents to drop off debris. In the event such sites are utilized, DDRSC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.

7. STAGING AREAS SITES

The City may elect to open a temporarily debris reduction site (TDRS). DDRSC shall be responsible for this staging site including but not limited to: providing equipment to manage debris piles, loading debris for transport and restoring the site to its pre-use condition. DDRSC shall provide a monitor tower at TDRS.

8. **ADDITIONAL SERVICES**

DDRSC may be requested to perform the services detailed below:

- 8.1. **Marine Debris Removal** – DDRSC shall clear canals and waterways of debris and fallen trees as identified and directed by the City in writing. DDRSC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the City’s Public Works Director. DDRSC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- 8.2. **Removal of Vehicles and Vessels** – DDRSC, as directed by the City, shall remove vehicles and vessels from land and waterways. DDRSC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the City’s Public Works Director.
- 8.3. **Dead Animal Carcasses** – DDRSC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- 8.4. **White Goods** – DDRSC should expect to encounter White Goods available for disposal. DDRSC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DDRSC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.
- 8.5. **E-Waste** – DDRSC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.
- 8.6. **Other Services as Requested** – DDRSC shall also provide other related services as requested by the City.

9. **DOCUMENTATION MANAGEMENT AND SUPPORT**

DDRSC shall provide data management and support to the City during the emergency recovery effort including, but not limited to, the following:

- 9.1. DDRSC shall utilize load tickets provided by the Debris Monitor Service Contractor administration to track and document the removal and management of eligible debris. DDRSC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.

9.2. Each load ticket shall contain the following information:

- Prime Contractor name.
- City contract/Disaster number.
- Sub-Contractor name.
- Truck Driver name.
- Date and time of pick up.
- Date and time of delivery.
- Pick up location (street address or Primary Street between specific areas).
- Loading Zone Number
- Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
- Truck ID number and capacity.
- Total cubic yards picked up.
- Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
- Delivery site.
- Load Monitor Printed Name and Signature.
- Dump Monitor Printed Name and Signature.
- GPS coordinates.

9.3. Load tickets will be issued by the Debris Monitor Service Contractor or City personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/City will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining copies for DDRSC's records. DDRSC will scan all load tickets. DDRSC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager.

9.4. DDRSC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards shall also include the wording —City of Mayfield Disaster Debris Service Contractor and the DDMC's name. DDRSC will certify each truck prior to receiving the Placards.

9.5. DDRSC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.

9.6. DDRSC will work closely with the City and applicable Federal, State and local agencies to ensure that the City's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement

agencies. DDRSC shall provide to the City all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DDRSC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DDRSC shall assist the City in preparing Federal and State reports and applications for reimbursement, including training agency/department employees. DDRSC shall review all reimbursement applications prepared by the City or Debris Monitor Service Contractor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the City or Debris Monitor Service Contractor of any recommended changes, corrections, alterations or deletions. DDRSC shall assist, as directed by the City, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. DDRSC shall retain all documentation and records for a minimum of ten (10) years after project final closeout by FEMA.

- 9.7. DDRSC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.
- 9.8. DDRSC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity; location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DDRSC shall provide the value of the salvaged or recycled material back to the City as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DDRSC by the entity accepting the material for salvage or recycling.

10. STAFF AND EQUIPMENT REQUIREMENTS

DDRSC shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, KYTC, KYDPH, KYEEC and other applicable Federal, State or local agency regulations and policies is required.

- 10.1 DDRSC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse effects on the community. Employee overnight camping must be approved by the Contract Manager.
- 10.2 DDRSC shall employ a Project Manager and an Operations Manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of DDRSC and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the Public Works Director shall be as binding

as if given to DDRSC. The City expects the DDRSC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder.

- 10.3 The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DDRSC shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the City.
- 10.4 DDRSC's Operations Manager shall coordinate daily with the Public Works Director and Debris Monitor, and shall comply with all directions and guidance provided by Federal or State representatives.
- 10.5 DDRSC must attend any and all meetings required by the Public Works Director to evaluate the debris removal and disposal operations.
- 10.6 All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.
- 10.7 Prior to start of work, DDRSC shall submit, electronically and in hardcopy to the City and Debris Monitor, certification indicating the type of vehicle; make; model; license plate number; DDRSC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by DDRSC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. DDRSC and Debris Monitor Service Contractor or Public Works Director shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements.
- 10.8 Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Public Works Director or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.
- 10.9 All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the City, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe

operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

- 10.10 Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessively sized equipment (100 cubic yards and up) or non-rubber-tired equipment must be approved for use on the road by the Public Works Director.
- 10.11 All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.
- 10.12 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DDRSC shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will DDRSC mix debris hauled for others with debris hauled under this contract. DDRSC and subcontracted employees are strictly prohibited from engaging in scavenging. This activity shall also be monitored by the Disaster Debris Monitoring Services Contractor.
- 10.13 DDRSC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

11. **REPORTING**

DDRSC shall submit periodic, written electronic reports, in a format required by the City, documenting the progress of debris removal and disposal. These reports shall include, but are not limited to, the following:

- 11.1. **Daily Reports** – DDRSC shall make daily reports to the City to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4) other operational and complaint tracking information as requested by the City. The format of the reports shall be developed during the pre-event planning and coordination phase.
- 11.2. **Weekly Summaries** – DDRSC shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the City, the data making up the weekly summaries

shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include DDRSC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.

- 11.3. **Damage Reports** - DDRSC shall notify the Public Works Director, on a daily basis, of any damage to public or private property or major problems, such as equipment failure or loss of qualified labor.
- 11.4. **Data Reconciliation** – Reconciliation of data will be accomplished weekly between DDRSC and the Public Works Director or Debris DDMSC with acknowledgement of a Contract Manager. All discrepancies will be resolved within five (5) days.
- 11.5. **Final Project Closeout** – Within thirty (30) days of final inspection and/or closeout of the project by the City, DDRSC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the City. DDRSC shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DDRSC have been fully paid. DDRSC will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City. Final project reconciliation must be approved by the City.
- 11.6. **Report Maintenance** – DDRSC will be subject to audit by Federal, State and local agencies. DDRSC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than ten (10) years, after final closeout by FEMA.

12. **OTHER OPERATIONAL CONSIDERATIONS**

- 12.1 **Inspection** – All emergency debris shall be subject to inspection by the Debris Monitor, Public Works Director, or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable Federal, State and local laws and regulations. DDRSC shall, at all times, provide the Debris Monitor Service Contractor and City access to all work sites and disposal areas.
- 12.2 **Working Hours** – Unless otherwise approved by the City, all activity associated with gathering, loading and hauling debris shall be performed during visible daylight hours. DDRSC may work during these hours seven (7) days per week,

including holidays. DDRSC shall mandate employee rest breaks and meal time when hourly rates apply and such time shall be posted on invoice. It is expected that DDRSC shall work daily until project completion. Holiday leave and closure may be authorized based on operational needs and with City approval. DDRSC shall be responsible to coordinate with the Public Works Director in the event weather conditions delay or modify the daily schedule. To begin to work on a holiday and Sundays they would need approval from Public Works Director.

- 12.3 **Traffic Control** – DDRSC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DDRSC is responsible for establishing and maintaining appropriate traffic controls in all work areas. DDRSC shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas.
- 12.4 **Remedies-** Contracts for more than the simplified acquisition threshold (\$250,000) must include a remedies clause. PDAT recommends a comprehensive provision which addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms or provide for such sanctions and penalties as appropriate.
- 12.5 **Domestic Preferences-** For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include this provision in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.
- 12.6 **Prohibition on Covered Telecommunications or Services-** For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.
- 12.7 **Affirmative Socioeconomic Steps-** For procurements under FEMA declarations and awards issued on or after November 12, 2020, all NFEs are required to take the six affirmative steps to ensure use of small and minority businesses, women’s business enterprises, and labor surplus area firms when possible. One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps.

13. **TECHNICAL ASSISTANCE**

DDRSC may be requested by the City to provide technical expertise and guidance to support the City during the emergency recovery effort including, but not limited to, the following:

- 13.1. Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate resources.
- 13.2. Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.
- 13.3. Providing training sessions for key City personnel.
- 13.4. Assisting with developing, producing or distributing public information.

14. INVOICES

The Contractor should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both City and DDRSC. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement.

15. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

Time and material contracts will be limited to specific circumstances when no other contract type is feasible. If a time and material contract must be utilized a contract cost ceiling will be implemented. The basis of this contract will be a fixed cost contract agreed to by both the City and the Contractor.

16. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause,

and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for written approval prior to proceeding with the work and a new contract will be required to in act the agreed upon changes.

17. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

18. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City, including the restoration to its previous condition.

19. SAFETY

The Contractor(s) shall adhere to the **Kentucky Transportation Cabinet Manual on Uniform Traffic Control** for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety. Contractors are required to be compliant with all OSHA'S Federal and State requirements for healthy and safe working environment,

20. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

(a) all persons employed during the contract term by the Contractor to perform employment duties within Kentucky; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted with Bidder's response to this RFP.

21. PROPOSAL SUBMISSION REQUIREMENTS

To facilitate the analysis of responses to this solicitation, Proposers are required to prepare their submittal in accordance with the instructions outlined in this section. Proposers should assume that the City has had no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straightforward, economical manner. Expensive binding, elaborate artwork, or other embellishments that improve a proposal's appearance without affecting its content are discouraged. Proposers are not to make any reference to information they submitted in previous proposals or quotes submitted to the City. Proposers must respond in full to all solicitation sections and follow the indicated format (section numbering, and similar matters) in their submittal. Failure to follow these instructions may result in rejection of the submittal.

Tab A: OVERVIEW

1. a) Title Page

Title Page showing the Request for Proposals' subject, the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

b) Table of Contents

c) Transmittal Letter

A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days from the date of the Proposal opening.

d) Detailed Proposal

The detailed proposal should address all the points outlined in the Request for Proposal as outlined in Sections 8-29.

Tab B: FORMS

See Submittal Checklist in Section 32.

Tab C: EXPERIENCE AND ABILITY.

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

1. Describe the firm's background, history and overall experience.
2. Describe the firm's expertise and experience in performing proposed work.
3. Describe the firm's experience in filing and receiving Federal and State reimbursements.
4. Have you ever been awarded a contract that you haven't fulfilled?
5. Have you ever raised prices immediately following an emergency declaration?
6. Please provide a listing of active contracts for the last five years.
7. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), and Kentucky State Emergency Response Commission (SERC).
8. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
9. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the

- relative experience of all professionals proposed for use on the team in the planning and administration of the project.
10. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
 11. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
 12. Explain the ability and experience of the field staff with specific attention to project related experience.
 13. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.
 14. If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.
 15. List of current and future debris management contractual obligations with their current status and projected termination dates.
 - a. Provide reasonable assurance that such obligations will not preclude DDRSC from meeting its obligations under this contract.
 - b. Plan for managing multiple Kentucky-based debris management contracts
 - c. Proposer must currently have a minimum of five (5) years full-service Disaster Debris Management contracts management experience.

TAB D: OPERATIONAL PLAN

The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.

1. The Operational Plan shall clearly address all aspects of the project proposed; including debris management services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.
2. Organizational structure of firm; chain of command; subcontractor's plan.
3. Define methods used to complete assigned tasks.
4. Please clearly describe all aspects of the project proposed.
5. Include details of your approach and work plans.
6. Identify any issues or concerns of significance that may be appropriate.

Tab E: PREVIOUS EXPERIENCE:

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.

2. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last five years (5) consecutive years. References should reflect this.
3. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Management projects exceeding 2.5 million dollars (\$25,000,000) per event.
4. Details of References should include the following:
 - a. Name and location of the project
 - b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
 - c. Nature of the firm's responsibility on the project
 - d. Project owner's representative name, address, phone number, and e-mail address
 - e. Project duration and the date the project was completed or is anticipated to be completed.
 - f. Size of project including number of residents
 - g. Cost of project
 - h. Work for which staff was responsible
 - i. Contract Type
 - j. The results/deliverables of the project

Tab F: FINANCIAL CAPABILITY: The firm's financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability:

1. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.

**Tab G: BUSINESS STRUCTURE & PROFESSIONAL REGISTRATION
CERTIFICATES:**

1. Proposer must provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services.
2. List appropriate licenses as issued by Graves County.
3. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services.
4. Firms must be properly registered at the time of application to practice their profession in the State of Kentucky and with the appropriate State requirements.
5. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Kentucky and provide a copy of the firm's current Kentucky Corporate Charter.

SUBMISSION COPIES

Submit sealed proposals, one (1) original, five (5) copies, and one (1) single PDF file on a flash drive, addressed to the Purchasing Division of the City of Mayfield, Graves County, Kentucky. Each envelope should bear the following information:

- Proposer's Name and Return Address
- Solicitation Number (RFP #2021-0)
- Title of Solicitation (DISASTER DEBRIS REMOVAL SERVICES)
- Solicitation Due Date & Time (**June 3rd, 2022 at 4:00PM CST**)

Although methods and means are always the responsibility of a contractor, bidders shall describe their techniques, equipment and sequencing of their operations with their bids. In determining, the lowest responsive and responsible bidder, experience of providing similar services will be used in the evaluation of bids by the City. Failure to submit the above requested information may be cause for rejection of your bid.

22. PROPOSAL PRICE FORM

Complete the Proposal Price Form(s) by inserting **Vendor's Name, Address and Contact Information** in the appropriate fields. This form has been designed to allow only the entry of requested information in the unlocked fields. For accuracy and convenience, the total will be calculated automatically. Recheck your entries prior to submission to ensure correct totals.

Once complete, print and click —SAVE AS to save the file and include on your electronic submission of your proposal, flash drive (provided by proposer). **The electronic version (on the USB flash drive) and hard copies should be submitted with your solicitation response.**

23. EVALUATION OF PROPOSALS

The Evaluation Committee shall review and evaluate the proposals received in response to this solicitation. The Evaluation Committee will be responsible for selecting the most qualified firm contract with for the services described in this solicitation. The Purchasing Division will review each response and provide information to the Evaluation Committee of the completeness of each response. A responsive proposal is one that follows the requirements of the solicitation, includes all documentation, is submitted in the format outlined in the solicitation, is of timely submission, and has the appropriate signatures as required on each document. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN A RESPONSE BEING DEEMED NON-RESPONSIVE BY THE EVALUATION COMMITTEE.

Each firm should submit the requested documents with their response that evidence capability to provide the services required for Evaluation Committee review for short-listing purposes. The weighted scoring criteria for selection contained below in this solicitation, shall be the basis of selection.

Experience and Ability (Max 25 points)

Submit a brief Executive Summary, of no more than three (3) pages, in non-technical language to summarize the participants overall capabilities and approaches for accomplishing the services specified herein; understanding of the nature and scope of the services to be provided; understanding the unique requirements of providing services and Proposer's ability to comply with all requirements of contract. The Proposer shall explain why the Firm would be the best choice.

In the event the Proposer is a joint venture, the Proposer shall list the use of Joint Venture partners, if any.

Operational Plan (Max 25 points)

Describe in detail how Proposer will accomplish the solution(s)/services identified in proposed Scope of Services above in order to complete required service. At a minimum, response must include and provide detailed responses to the following:

- a. **Proposer's Procedures:** Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project.
- b. **Coordination and Communication:** Provide detailed information on how Proposer will coordinate the completion of required service(s). Provide detailed information on how Proposer will communicate with assigned City personnel

prior to, during, and after job commencement.

- c. **Reports:** Provide explanation and detailed examples of any reports and/or data that will be provided prior to, during and after execution of services.
- d. **Other Services:** Describe any additional services and their proposed methodology that Proposer is proposing to provide with relation to the scope of this RFP.

Previous Experience (Max 20 points)

All proposers providing a response to this Solicitation shall have their client submit directly to the City via email as indicated below, a completed Performance Evaluation Survey Form in PDF format. All forms must be received from your clients directly by the City by the due date as stated in Notice to Proposers – Required Response Form or through an addendum and or change of calendar date in our web page.

Four (4) related Performance Evaluation Survey Forms are required to be considered for the maximum Solicitation points. If the City receives less than four (4) completed forms directly from your client, points will be proportionally reduced. References from higher education or public sector clients are preferred.

Proposers must have their clients utilize the referenced Attachment for the references information/response. References shall be from clients for whom Proposer has performed (or are currently performing) work, similar in nature and size, as the scope described herein within the three (3) years prior to the solicitation due date.

All references are to be emailed from your clients directly to the City to:

City Clerk: Tamie Johnson Email: tjohnson@mayfieldky.gov

Please provide the Performance Evaluation Survey Form to each of your references requesting that Form be filled out. Once the form is completed by each of your clients/references, instruct them to email directly to the Purchasing Division email listed above in PDF format. All forms must be received by the due date as ANY CITY OF MAYFIELD PROJECTS OR CONTRACTS SHOULD NOT BE INCLUDED AS A REFERENCE.

The City reserves the right to verify all references received and/or use an external party to conduct reference checks.

Financial Capability (Max 10 points)

Financials **MUST** be submitted in a separate envelope. Do not include in your complete bid package. This document should be your audited financials.

PRICING (Max 20 points)

The Proposer shall complete the —Proposal Price Form(s) as described in Section 30 to include all costs for materials, direct labor costs, indirect cost, and profit margin.

The Fee Proposal:

The proposals response with the lowest proposed grand total amount being offered will receive thirty (20) points.

24. EVALUATION CRITERIA

The scoring of the responses by the Evaluation Committee will be based on a point total and not a percentage factor. The Evaluation Committee will evaluate and rank the proposals received on the basis of the criteria and available points indicated below. The Firm with the highest ranking totals that’s responsive and responsible meeting all specifications shall be recommended for award by the Evaluation Committee.

Each Evaluation Factor will be rated and assigned points using the scoring guide below.

Evaluation Criteria	Maximum Points
A – Experience and Ability (25 points)	25
B – Operational Plan (25 points):	25
C – Previous Experience (20 points):	20
D – Financial Capability (10 points): (Submit in a separate sealed envelope).	10
E – Pricing (20 points):	20
TOTAL MAXIMUM POINTS	100

CONTACT WITH ANY PERSONNEL OR ELECTED OFFICIAL OF THE CITY OF MAYFIELD, OTHER THAN THE PERSON DESIGNATED ON PAGE 2 OF THIS SOLICITATION, DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THIS SOLICITATION MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

25. **SUBMITTAL CHECKLIST**

In order to assure that your response complies with requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your response submission. Additional or supporting forms/items may be required under the terms of this solicitation specifically for each responder. It is the responder's responsibility to read and understand all provisions.

Include this completed checklist to verify that the referenced content is included in the submission.

Failure to fully complete and return the required forms/documentation in solicitation submission may result in bid being deemed non-responsive and not considered for award.

- All items required in Section 28
- One (1) Original Proposal (mark for differentiation)
- Three (3) Copies of Proposal (mark for differentiation)
- One (1) Electronic Copy of Proposal on **Flash Drive**. (CDs will not be accepted)
- Acknowledgment & Contact Summary Form
- Addenda Acknowledgment Form
- Proposal Price Form(s)
- Client References
- Reference Check Surveys (for each Reference provided)
- Qualification Statement – 4 Pages
- Public Entity Crimes Form – 3 Pages
- Non-Collusive Affidavit – 2 Pages
- Anti-Lobbying Certification

- Offertory's Certification
- Scrutinized Vendor Certification – 2 Pages
- Proof of Required Insurances
- Proof of Required Licenses and/or Certifications

Please check the City website www.mayfieldky.gov or addenda and changes before submitting final proposal

26. REJECTION CRITERIA

- 26.1 Your proposal shall be considered non-responsive if any of the following criteria exist (this list is not all inclusive).
- 26.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- 26.3 The instructions, order and matrixes in the Proposal Package have not been properly followed.
- 26.4 The RFP Response Package is found to have concealed or contained false and/or misleading information.
- 26.5 The CITY did not receive the RFP Package prior to the submittal deadline.
- 26.6 Your firm is not licensed with the Kentucky Secretary of State to do business in Kentucky. **You must submit a State of Kentucky Certificate of Status for your firm.**
- 26.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.
- 26.8 The proposal/bid bond/fidelity bond, if required, is not included in the RFP Package.
- 26.9 The proposal signature page and certification is not properly executed.

27. WAIVERS

The CITY in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

28. INSURANCE REQUIREMENTS

- 28.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The CITY is to be added as an “additional insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the CITY as “additional insured” will be at the contractor’s expense.
- 28.2 The CITY shall be given notice ten (10) days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.
- 28.3 The Contractor’s insurance must be provided by an A.M. Best’s “A-“rated or better insurance company authorized to issue insurance policies in the State of Kentucky, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable and shall be considered breach of contract.
- 28.4 Any firm performing work on behalf of the CITY must provide Workers’ Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Kentucky Statute. For additional information, contact the Kentucky Personnel Cabinet, Worker’s Compensation Division at (502) 564-6847 or on the web at <http://www.personnel.ky.gov>
- 28.5 Commercial General Liability Insurance Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Personal and Advertising Injury Liability
- d. Products/Completed Operations
- e. Broad Form Contractual Liability

Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Combined single limit bodily injury/property damage \$1,000,000

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

28.6 Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Bodily injury	\$500,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

28.7 Workers' Compensation & Employer's Liability Insurance

Limits:	Worker's Compensation	-	Statutory
	Employer Liability	-	\$100,000 each accident
	Disease	-	\$500,000 policy limit
	Disease	-	\$100,000 each employee

28.8 A copy of ANY current Certificate of Insurance should be included with your proposal.

28.9 In the event that you are the successful bidder, you will be required to provide a certificate naming the CITY as an "additional insured" for General Liability.

28.10 Certificate holder should be addressed as follows:

City of Mayfield
Clerk's Office
1108 Cuba Road, Ste B
Mayfield, Kentucky 42066

29. CONTRACTUAL PROVISIONS FOR FEMA RELATED PROJECTS

29.1 Equal Employment Opportunity

During the performance of this contract, the Proposer agrees as follows:

- (1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer 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 Proposer 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 Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Proposer 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 Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer 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 Proposer 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 the Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Proposer may request the United States to enter into such litigation to protect the interests of the United States."

29.2 Copeland Anti-Kickback Act

Compliance with the Copeland "Anti-Kickback" Act.

- (1) Proposer. The Proposer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.P.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Proposer or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Proposer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Proposer and subcontractor as provided in 29 C.P.R. § 5.12."

29.3 Contract Work Hours and Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No Proposer 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 Proposer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Proposer 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.

Withholding for unpaid wages and liquidated damages. The City of Mayfield 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 Proposer or subcontractor under any such contract or any other Federal contract with the same prime Proposer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Proposer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(1) Subcontracts. The Proposer 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 Proposer 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."

29. 4 Clean Air Act

- (1) The Proposer 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 Proposer agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) 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 Proposer agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

29. 5 Federal Water Pollution Control Act

- (1) The Proposer 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 Proposer agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) 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.

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

29.6 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 Proposer is required to verify that none of the Proposers, 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 Proposer must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.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 (insert name of sub-recipient). If it is later determined that the Proposer did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Proposer agrees to comply with the requirements of 2 C.P.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.

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

Proposers who apply or bid for an award of \$25,000 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."

29.8 Procurement of Recovered Materials

- (1) In the performance of this contract, the Proposer 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>.

29.9 Access to Record

- (1) The Proposer agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Proposer 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 Proposer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

29.10 DRS Seal, Logo, and Flags

The Proposer shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre-approval.

29.11 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 Proposer will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

29.12 No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Proposer, or any other party pertaining to any matter resulting from the contract.

29.13 Program Fraud and False or Fraudulent Statements or Related Acts

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

30. GENERAL CONDITIONS

30.1 **VENUE:** All contracts shall be governed by the laws of the State of Kentucky and venue shall be in Graves County, Kentucky.

30.2 **EXPENSES:** Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Contractor. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.

30.3 **INTERPRETATIONS:** All Contractors shall carefully examine the proposal documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY in writing prior to the opening of proposals; failure to do so on the part of the Contractor will constitute an acceptance by the Contractor of any subsequent decision by the CITY. Any questions concerning the intent, meaning and interpretations of the proposal documents shall be requested in writing, and received by the CITY at least fourteen (14) days prior to the proposal opening. inquiries shall be addressed to the Purchasing Manager. No person is authorized to give oral interpretations of, or make oral changes to the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Contractors. Receipt of all addenda shall be acknowledged by the Contractors in the appropriate place on the Proposal Form.

30.4 **PUBLIC ENTITY CRIMES:** Pursuant to F.S. 287.133. as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

30.5 **BONDING:** The Contractor shall procure and maintain, for the life of the contract and provide the CITY with proof of its existence, a Fidelity Bond with limits of \$25,000 covering all employees that will be working within any CITY facility.

30.6 **ASSIGNMENT:** Any purchase order or contract issued pursuant to this RFP and the monies, which may become due hereunder, are not assignable, in whole or part.

- 30.7 **INDEMNIFICATION:** Contractor agrees to protect, defend, indemnify, and hold harmless the CITY, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the CITY, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Contractor, its employees, or agents, arising out of or connected with this Agreement. The Contractor shall not be required to indemnify the CITY or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the CITY, or its agents, employees or representatives.

Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

- 30.8 **PROPOSALS TO REMAIN OPEN:** All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The CITY may, in its sole discretion, release any proposal prior to that date.
- 30.9 **ANNUAL APPROPRIATION:** Any Contract issued is conditional upon the CITY appropriating funding to implement the Contract.
- 30.10 **EMPLOYEES:** Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the City. The Contractor shall supply competent employees. The CITY may require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the CITY or without any increase in contract price. Contractor shall be responsible to the CITY for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.
- 30.11 **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these proposal documents are the only conditions applicable to this proposal and the Contractor's authorized signature on the proposal form attests to this.
- 30.12 **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the specifications shall not release the Contractor from the responsibility of supplying complete and fully operational units, together with all appurtenances necessary for unrestricted operation as determined by the CITY in its sole discretion.

- 30.13 **WITHDRAWAL OF AN OFFER:** An offer shall be irrevocable unless the offer is withdrawn as provided herein. A proposal may be withdrawn only by written communication delivered to the Purchasing Office prior to the Solicitation Closing Date & Time. The Contractor must present certification to assure that they are indeed an authorized representative of the Contractor's firm at the time such communication to withdraw the proposal is presented. A representative will verify this information prior to return of Contractor's proposal. An offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Purchasing Office at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Contractor.
- 30.14 **DISCOUNTS:**
All discounts (prompt payment and overall for awarding all items Proposed) will be considered in evaluation to determine lowest "net" cost to the CITY.
- 30.15 **SIGNATURE REQUIRED:**
All proposals must show the company name and be signed in ink by a company officer or employee who has the authority to bind the company or firm by their signature.
- 30.16 **SIGNED PROPOSAL CONSIDERED AN OFFER:**
The signed proposal is considered an offer on the part of the Contractor, which offer shall be considered accepted upon approval and award by the City Commission of the CITY, subject to any conditions contained within the City Commission's approval. In the event of default on the part of the Contractor after such acceptance, the CITY may take such action, as it deems appropriate including legal action for damages or specific performance.
- 30.17 **DEFAULT PROVISIONS**
Any costs or expenses incurred by the CITY as a result of Contractors default shall automatically be deducted from any outstanding amounts due Contractor. Contractor shall be responsible for reimbursing CITY for any and all costs or expenses incurred by the CITY as a result of Contractors default.
- 30.18 **RESERVATIONS FOR REJECTIONS AND AWARD**
The CITY reserves the right to accept or reject any or all proposals, or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The CITY also reserves the right to award the contract on such items the City deems will best serve the interests of the CITY. The CITY further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the CITY unless otherwise specified.
- 30.19 **LAWS AND REGULATIONS**
All applicable laws and regulations of the Federal Government, the State of Kentucky, and Ordinances of the CITY will apply to any resulting proposal award.

30.20 **TAXES**

The CITY is exempt from taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. (Not applicable on construction or remodeling projects.)

30.21 **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the general conditions contained herein, and the specific conditions and instruction contained herein, the specific shall govern.

30.22 **RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE**

The successful Contractor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit had been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit findings.

All proposal documents are governed by and subject to the **Public Records Law, Kentucky Statutes, Chapters 119, 286 and 287,** as may be amended from time to time, apply to public records relative to competitive proposal. There is a temporary exemption from public record disclosure for proposal documents until such time as either the CITY provides notice of a decision or if a RFP is reissued by the CITY recordings of negotiation meetings with vendors are temporarily exempt until the CITY provides notice of its decision, or until twenty (20) days after the final competitive sealed replies are all opened, whichever occurs first.

30.23 **FACILITIES:**

The CITY reserves the right to make a pre-award inspection of the Contractor's equipment prior to award of agreement. CITY reserves the right to consider history of citations and/or violations of environmental regulations in determining a Contractor's responsibility, and further reserves the right to declare a Contractor not responsible if history of violations warrant such a determination.

30.24 **ANTI-COLLUSION STATEMENT:**

By submitting this proposal, the Contractor affirms that this is without previous understanding, agreement or connection with any person, business or corporation submitting a proposal for the same materials, supplies or equipment and that this proposal is in all respects fair and without collusion or fraud.

30.25 **PRICES TO BE FIRM:**

Contractor certifies that prices, terms and conditions in the Proposal will be firm for acceptance for period of ninety (90) days from the date of proposal opening, unless otherwise stated by the CITY. There will be no escalator clauses unless specified by the CITY. Proposals may not be withdrawn before the expiration of ninety (90) days.

ATTACHMENT "A"
CONTRACTOR'S QUALIFICATIONS STATEMENT

CONTRACTOR shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

CONTRACTOR'S Name and Principal Address:

Contact Person's Name and Title: _____

CONTRACTOR'S Telephone and Fax Number: _____

CONTRACTOR'S License Number: _____

(Please attach certificate of competency and/or state registration.)

CONTRACTOR'S Federal Identification Number: _____

Number of years your organization has been in business, in this type of work: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you; If so; when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Contractor, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Contractor and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Contractor or its predecessor organizations(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Contractor, its principals or officers or predecessor organization(s) were defendants.

Has the Contractor, its principals, officers or predecessor organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

The CONTRACTOR acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by CONTRACTOR to be true. The discovery of any omission or misstatement that materially affects the CONTRACTOR'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By _____
(Signature)

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

CONTRACTOR _____ is _____ the
(Owner, Partner, Officer, Representative or Agent)

CONTRACTOR is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said CONTRACTOR nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public (Signature)

My Commission Expires: _____

ATTACHMENT "C"
COST SCHEDULE

**ATTACHMENT “D”
CONFIRMATION OF DRUG-FREE WORKPLACE**

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contractor’s Signature

ATTACHMENT "E"
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Contract;
2. The facts stated in the Contractor's response pursuant to Request for Submittals, instructions to Contractor and Specifications are true and correct in all respects;
3. The Contractor has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the RFP's.
4. The Contractor warrants all materials supplied by it are delivered to the CITY, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to supply the same and will defend the conveyance to the CITY, against all persons claiming the whole or any part thereof.
5. **Contractor understands that if a team is selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.
7. Contractor understands that all information listed above may be checked by the City and Contractor authorizes all entities or persons listed above to answer any and all questions. Contractor hereby indemnifies the City and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this _____ day of _____, 20__.

(If an individual, partnership, or non-incorporated organization)

Witness

Company

Printed

By

Title

Printed Name, Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of _____.

CERTIFICATE

(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20__, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership is hereby authorized to execute the Bid Form dated _____, 20____, between the City of Mayfield, Kentucky, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership is the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__.

(Signature)

(Title)

STATE OF KENTUCKY

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____
_____ who is personally known to me or who has presented the following type of
identification: _____.

Signature of Notary Public, State of Kentucky

Notary seal (stamped in black ink)
OR

Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20__, between the City of Mayfield, Kentucky, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__.

Secretary

STATE OF KENTUCKY

COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20__ by _____ who Y is personally known to me or who Y has presented the following type of identification: _____.

Signature of Notary Public, State of Kentucky

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and
Commission Number

Attachment "F"
Acknowledgement of Addendums

RFP _____

TITLE _____

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Name of Vendor: _____

Address: _____

Signature _____ Date _____

This page must be submitted with RFP. Failure to provide the requested documents may result in your proposal being deemed Non-Responsive.

PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Reference for:
Agency Name:
Agency Contract:
Contact E-mail:
Contact Phone #:

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. ____
2. Rate the competency and accessibility of the personnel performing the work. ____
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. ____
4. Rate the Contractor's ability to meet deadlines. ____
5. Rate the Contractor's commitment to safety. ____
6. Rate the level of comfort and confidence you had in the contractor during the project. ____
7. Rate the overall performance of the contractor. ____

Additional comments:

Vendor Name: _____ Title: _____
(Please print – Person completing survey)

Signature: _____ Date: _____
(Person completing survey)

Reference verified by City Employee: _____ Date: _____

PLEASE SEND FORM DIRECTLY TO: KWILSON@MAYFIELDKY.GOV

Vendor Name: _____
 Vendor Address: _____
 Contact Information: _____

**Group 1: General Services will be used for the pricing evaluation points allocation as set forth in the RFP.
 Disaster Debris Removal Services Schedule
 RFP 2021- DISATER DEBRIS REMOVAL SERVICES**

ITEM	DESCRIPTION : Pricing, lines 1 through 10, includes management for TDRS sites.	UNIT of Measure	Estimate Quantity	Unit Price	Total Price
1	Vegetative Debris Removal- Vegetative debris removal from public rights-of-way and hauling to temporary debris reduction site (TDRS),and reduction. Includes all hangers, leaners and hazardous stumps. Includes delivery and placement of backfill after hazardous stump removal.	Cubic Yard	1		\$ -
2	Construction and Demolition (C&D) Debris Removal - C&D debris removal from public rights-of-way and hauling to temporary debris reduction site (TDRS),	Cubic Yard	1		\$ -
3	Haul-out of White Goods - Removal of freon from white goods; hauling of white goods to disposal site.	Each	1		\$ -
4	Haul-out of E-Waste - Recovery and recycling of eligible E-Waste, such as televisions, computers, computer monitors, microwaves, and other items specified by the City in writing (hauling of E-Waste to disposal site).	Cubic Yard	1		\$ -
5	Vegetative Debris Removal- HOME Owners Association (HOA) - Vegetative debris removal from public rights-of-way and hauling to temporary debris reduction site (TDRS) and reduction. Includes all hangers, leaners and hazardous stumps. Includes delivery and placement of backfill after hazardous stump removal.	Cubic Yard	1		\$ -
6	Vegetative Debris Removal- Canals Right of Way - Vegetative debris removal from public canals rights-of-way and hauling to temporary debris reduction site (TDRS) and reduction. Includes all hangers, leaners and hazardous stumps. Includes delivery and placement of backfill after hazardous stump removal.	Cubic Yard	1		\$ -
7	Hauling - reduced vegetative debris hauling from TDRS to final disposal site.	Cubic Yard / Mile	1		\$ -
8	Hauling - reduced C&D debris hauling from TDRS to final disposal site.	Cubic Yard / Mile	1		\$ -
	Items 9 and 10, are required however, will not be used for RFP pricing evaluation.				
9	Management and Haul-Out of Household Hazardous Waste - Proper management, storage and disposal of household hazardous waste.	Pound	1		\$ -
10	Dead Animal Removal - Dead animal collection, transport and disposal pound.	Pound	1		\$ -
Group 1 Total Cost :	items 1 through 8				

Group Two: Labor cost only apply to the 70 hours push. Proposers shall provide hourly rates for key personnel in their organization and invoice the City using hourly rates only during events that are not declared emergencies and during the first seventy hours after a declaration emergency. Proposers shall provide hourly wage for the following positions listed below: Hourly rates must not exceed FEMA Reimbursement Rates Fee Schedule.

The City does not guarantee that these services will be necessary, however pricing for Group Two and Group Three are required. These costs will not be used for RFP pricing evaluation.

Item	Personnel / Description	Unit of Measure	Rate For Labor
1	Flagger	HOUR	
2	Skill Sawman	HOUR	
3	Equipment Operator	HOUR	
4	Crew Foreman with Truck and Communications	HOUR	
5	Operation Manager with Truck Communications	HOUR	
6	Climber with Gear	HOUR	
7	Superintendent with Truck and Communications	HOUR	
8	Safety/QC Inspector with Truck and Communications	HOUR	
9		HOUR	
10		HOUR	
11		HOUR	
12		HOUR	
13		HOUR	
14		HOUR	
15		HOUR	
16		HOUR	
17		HOUR	
18		HOUR	
19		HOUR	
20		HOUR	
21		HOUR	

Group Two- Labor Cost

Vendors are requested to provide a cost for all item needed for Rental Equipment :

Group Three: Rental Equipment

Proposer shall invoice the City using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

Item	Description	Unit of Measure Hourly	Hourly Rate for Equipment
1		HOUR	
2		HOUR	\$ -
3		HOUR	
4		HOUR	
5		HOUR	\$ -
6		HOUR	\$ -
7		HOUR	\$ -
8		HOUR	\$ -
Group 3			

The undersigned certifies that he/she has the authority to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature

Title

Print Name

Date Signed