

REQUEST FOR PROPOSAL RFP 2024-3

Debris Removal Contractor

Date: July 27, 2023

Subject: RFP 2024-3 Request for Proposal for Debris Removal Contractor to Assist the City of Millington

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SUMMARY OF THE RFP

The City of Millington, Tennessee is seeking Firms for Disaster Debris Removal Assistance. This Request for Proposal (RFP) will be available for public bid on **July 27, 2023**. The City of Millington Debris Management Team will open the bids for review and will score the Respondent for consideration and recommend to the Board of Mayor and Aldermen. The City of Millington has determined that City Personnel/Equipment and Mutual Aid Agreements are not sufficient to perform the duties required for Debris Removal.

The City of Millington will utilize the Tennessee Procurement Manual (TPM) as outlined in the Procurement Procedures Manual of the Central Procurement Office (CPO) [https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/Procurement Procedures Manual of the CPO final copy 04.01.19.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/Procurement%20Procedures%20Manual%20of%20the%20CPO%20final%20copy%2004.01.19.pdf) as a guideline for this RFP and Contract (if awarded). The TPM is established and maintained by the State of Tennessee for guidelines for State Agencies; Local Governments may adopt these guidelines for their stringent and qualifying Attributes and Compliances. The TPM Board is not required to approve this request, however responding firms should make themselves aware of these guidelines for legalities associated with this type agreement and possible contract. **Respondent shall acknowledge their Legal Counsel has reviewed these guidelines in their response.**

Pricing is sought for the removal of disaster related debris, of every kind and nature from public rights of way (and/or private property if approved by FEMA and TEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of this project however if the City of Millington, State, TEMA, or FEMA authorizes ROE it will become part of this project.

Respondent are cautioned to review this Request as the Federal Office of Management and Budget (OMB) has introduced guidelines per the "Super Circular" (2 CFR 200.318 through 326 for non-federal entities) for all Federal Agencies participating in Federal Grants including FEMA and the FHWA. **Respondent shall acknowledge their Legal**

Counsel has reviewed the Office of Management and Budget Super Circular Guidelines in their response.

It shall be noted that this Request for Proposal is consistent with the *FEMA Public Assistance Program and Policy Guide V4 (June 4, 2020)*. This request, contract, and event expenditures are not conditioned upon receipt of FEMA funding.

The objective of this RFP is to identify and contract for debris removal services. Respondent shall appoint a single Point of Contact (SPOC) that shall be responsible for managing staff, working with the City of Millington, the Tennessee Emergency Management Agency (TEMA), FEMA, and the FHWA as required. The RFP responses should be clear on how the Respondent will assist The City of Millington for Debris Removal.

The City of Millington will receive proposals from firms having specific experience and qualifications in the areas identified in this request. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Debris Removal. Other information required by the City of Millington may be included elsewhere in the request.

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

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

- A.** The overall quality of the plan for performing Debris Removal Services including Safety Practices. The plan must maintain a full understanding of the requested services, integrity, and compliance with public policy. Consideration will be given to the entirety and specific requirements of the request. (Important-20 points)
- B.** Respondent ability to perform the Debris Removal Services as reflected by past performance, general experience, specific experience in providing the services, and the qualifications and abilities of personnel to be assigned to perform such services. (Very Important – 20 points)
- C.** The personnel, equipment, facilities, technical, and financial resources to perform this type service currently available or demonstrated to be made available at the time of request and possible future contracting. (Important – 20 points)
- D.** A record of past performance of similar work. (Critical – 20 points)
- E.** Pricing (Very Important-20 points)

Respondent's Response shall contain the following Information:

1. Be authorized to conduct business in the State where your Office Headquarters is located.
2. Be able to provide removal of all disaster related debris, as set forth in the Scope of Services hereto and incorporated herein by reference (the "Services").
3. Be willing and capable of performing the Services in a timely manner, including, but not limited to, maintenance of proper documentation, proper documentation preparation and management and event closure services.
4. Be knowledgeable and have experience in the provision of the Services and in ensuring that Services are in line with standard FEMA/FHWA practices.
5. Be able to perform the Services in a timely manner and on short notice, recognizing that in the event of issuance of a Task Order, the City of Millington desires maximum percentage of completion of projects within the allotted time frames. **Maximum Debris Removal within the first 30 days from the Declaration date is desirable and the City of Millington prefers not to exceed 90 days for completion of the project.**
6. Provide Federal SAM (System for Award Management) Unique Identity ID Number.

Respondent additional information:

1. Name of respondent, location of respondent's principal place of business, and the place of performance of possible contracts.
2. Age of responder's business and the average number of employees over the past three (3) years.
3. Resume' listing abilities, qualifications and experience of key individuals who will be assigned to provide the required services.
4. Listing of three projects under which services similar in scope, services, or discipline were performed or undertaken, including at least three awarded during the past six (6) years.
5. List three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information in this request must be completed. Responses containing incomplete data will be rejected.
6. A Technical Plan giving as much detail as practical explaining how the services will be performed.

7. Plan for subcontractor participation. Note, per FEMA PAPPG (June 1, 2020) **Procurement Standards Vendors shall conduct all necessary affirmative steps to ensure the use of minority, women’s business enterprises, and labor surplus area firms when possible.** Respondents can utilize the Tennessee Governor’s Office of Diversity Business Enterprises (GoDBE); or other state systems, to assist in identifying such companies. A Disadvantaged Business Enterprise (DBE) may also be considered.
8. **Respondent shall provide a minimum one-half page section on how they will address this requirement.**

INSURANCE AND BONDING REQUIREMENTS

Bonding Requirements: Projects over \$150,000.00 will require a 5% Bid Guarantee as required by the City of Millington. Respondent must provide proof of bonding abilities for up to \$2,000,000.00 for this project. A Performance and Payment Bond for 100% of each Project is required and must be delivered within 24 hours per project.

A. Performance Bond: Respondent agrees to provide the City of Millington with performance bond payable to, in favor of, or for the protection of the City of Millington for the work to be performed in the amount of the Project. **Respondent must provide with the response a letter from the Carrier stating their ability to cover this event.**

B. Payment Bond: Respondent agrees to provide the City of Millington with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in the amount of the Project. **Respondent must provide with the response a letter from the Carrier stating to cover this event.**

Response

All submitted RFPs become the property of the City of Millington and subject to all applicable public records laws include the Tennessee Public Records Act. The release of this Request for Proposal does not form an acceptance of any offer, nor does such release in any way obligate the City of Millington to execute a contract with any other party. The City of Millington reserves the right to accept, reject, or negotiate any or all responses on the basis of the criteria contained within this document. The final decision to execute any contract with any party will be decided by the City of Millington.

Response Acceptance

The original and four (4) copies of the response and all attachments (five copies total) along with one electronic copy of the response saved as a .pdf file and stored on a CD or jump drive shall be signed and submitted in a sealed envelope or package to: **City of Millington 7930 Nelson Road, Millington, TN 38053, no later than 10:00 AM Central Standard Time on August 3, 2023. No electronic or facsimile copies of the RFP will be accepted.** Timely submission of the RFP is the responsibility of the

respondent. Responses received after the specified time shall be rejected and returned to the respondent unopened. **The envelope or package shall be marked with the name of the company submitting the proposal, RFP 2024-3 Debris Removal Contractor, and Due: Thursday, August 3, 2023, 10:00 AM.** The time and date of receipt shall be indicated on the envelope or package by staff receiving it. **Each page of the RFP, all attachments and the CD/Jump Drive shall be identified with the name of the respondent.**

Proprietary Information

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

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

Debarment

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

Procurement Regulations and Guidelines

Respondents are requested to review the Tennessee Procurement Manual https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/Procurement_Procedures_Manual_of_the_CPO_final_copy_04.01.19.pdf. Not all items will be included in future contracts but Respondents must accept these guidelines to establish a quick and clear understanding following any disaster.

The following clauses are required conditions when soliciting information for personnel or services thus utilized by The City of Millington:

1. Acknowledgment of Amendments

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

2. Applicable Law

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

3. Availability of Funds

It is expressly understood and agreed that the obligation of the City of Millington to issue a contract is conditioned upon the appropriation of funds by the City of Millington and **not** contingent on receipt of FEMA funds.

4. Representation Regarding Contingent Fees

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

5. Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Tennessee Personal Service Contract Procurement Regulations.

6. Compliance with Laws

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

7. E-Verification

Respondent represents and warrants that it will ensure its compliance with the Tennessee Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session- AN ACT TO CREATE THE TENNESSEE EMPLOYMENT PROTECTION ACT; TO PROVIDE PROCEDURES FOR NEWLY HIRED EMPLOYEES AND THEIR EMPLOYERS; TO ENACT DEFINITIONS; TO REQUIRE EMPLOYEE VERIFICATION; TO PROVIDE EMPLOYER LIABILITY; TO SET UP EMPLOYER-EMPLOYEE PROGRAMS; TO MAKE PROVISIONS FOR THIRD-PARTY EMPLOYERS; TO DEFER TO FEDERAL LAW IN STATE LAW; TO ENACT EXEMPTIONS; TO DESIGNATE ENFORCEMENT DUTIES UNDER THE ACT; TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ACT; AND FOR RELATED PURPOSES). and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Tennessee. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the City of Millington, to provide a copy of each such verification to the City of Millington. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Respondent to the following:

- (1) Termination of any Agreement and ineligibility for any local/ state or public contract in Tennessee for up to three (3) years, with notice of such cancellation/termination being made public; or,

- (2) The loss of any license, permit, certification or other document granted to Respondent by an agency, department or governmental entity for the right to do business in Tennessee for up to one (1) year; or,
- (3) Both.

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

8. Transparency

Contracts, including any accompanying exhibits, attachments, and appendices, are subject to the "Tennessee Public Records Act". In addition, this contract is subject to the provisions of the Tennessee Data Accessibility, Transparency, and Accountability Act 2016. (Unless exempted from disclosure due to a court-issued protective order, future contracts may be required to be posted to the TN Department of Finance and Administration's (DFA) independent agency contract website for public access. Prior to posting a contract to the website, any information identified by the Respondent as to trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

9. Approval

It is understood that any contract requires approval by the City of Millington Legislative Body. If any contract is not approved, it is void and no payment shall be made hereunder.

10. Confidential Information

"Confidential Information" shall mean: (a) those materials, documents, data, and other information which the Respondent has designated in writing as proprietary and confidential; and, (b) all data and information which Respondent acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City of Millington. Each party to this agreement agrees to the following:

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

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

11. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that The City of Millington is a public entity in the State of Tennessee and is subject to the Tennessee Public Records Act. If a public records request is made for any information provided to the City of Millington pursuant to the agreement, the City of Millington shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party shall be liable to the other party for disclosures of information required by court order or required by law.

12. Attorney's Fees and Expenses

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

13. Authority to Contract

Respondent warrants: (a) that it is a validly organized business with valid authority to enter into an agreement; (b) that it is qualified (or is in process) to do business and in good standing in the State of Tennessee or the State of Registry; (c) that entry into and performance under any agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of agreements to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under any agreement.

14. Respondent Personnel

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

15. Failure to Deliver

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

16. Failure to Enforce

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

17. Independent Respondent Status

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

18. No Limitation of Liability

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

19. Notices

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

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

For the City of Millington: Wayne Cole
Stormwater Manager
7930 Nelson Rd
Millington, TN 38053

20. Ownership of Documents and Work Papers

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

21. Record Retention and Access to Records

Provided the Respondent is given reasonable advance written notice and such inspection is made during normal business hours of the Respondent, the City of Millington or any duly authorized representatives, shall have unimpeded, prompt access to any of the Respondent’s books, documents, papers, and/or records which are maintained or produced as a result of any contract for the purpose of

making audits, examinations, excerpts, and transcriptions. Record retention shall be maintained and all documentation per activation for three (3) years following any and all declaration closeouts. However, if any audit, litigation or other action arising out of or related in any way to this contract is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

22. Right to Inspect Facility

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

23. Termination for Convenience

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

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

24. Termination for Default (for future contracts)

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

(2) *Respondent's Duties.* Notwithstanding termination of any contract and subject to any directions from the City of Millington, Respondent shall take timely, reasonable, and necessary action to protect and preserve property in the

possession of Respondent in which the City of Millington has an interest.

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

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Respondent shall not be in default by reason of any failure in performance of any contract in accordance with its terms (including any failure by Respondent to make progress in the prosecution of the work hereunder which endangers such performance) if Respondent has notified the City of Millington within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City of Millington and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Respondent shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Respondent to meet the contract requirements. Upon request of Respondent, the City of Millington shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Respondent's progress and performance would have met the terms of a contract, the delivery schedule shall be revised accordingly, subject to the rights of the City of Millington under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

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

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

25. Termination upon Bankruptcy

Any future Contract may be terminated in whole or in part by the City of Millington upon written notice to Respondent, if Respondent should become

the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Respondent of an assignment for the benefit of its creditors. In the event of such termination, the Respondent shall be entitled to recover just and equitable compensation for satisfactory work performed under any contract, but in no case shall said compensation exceed the total contract price.

26. Third Party Action Notification

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

27. Unsatisfactory Work

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

28. Waiver

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

REQUIRED FEDERAL PROCUREMENT CLAUSES:

Equal Employment Act.

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

Key Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

Access

TEMA, the subgrantees (counties and communities), FEMA, the Comptroller General of the United States, and any other duly authorized representatives to any of these bodies shall have access to any and all books, documents, papers and records of the contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpt and transcriptions.

Byrd Anti-Lobbying Amendment

The contractor shall certify that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The contract shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. The contractor shall require all subcontractors to submit these same certifications. The contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Clean Air and Water Acts Compliance

At all times the contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Conservation Act (42 U.S.C. 6201).

Energy Efficiency

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

Procurement of Recovered Materials

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - i. competitively within a timeframe providing for compliance with the contract performance schedule.
 - ii. meeting contract performance requirements; or,
 - iii. at a reasonable rate.

- (2) Information about this requirement, along with the list of EPA-designate items, is

available at EPA's Comprehensive Procurement Guidelines website,
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 F.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by MEMA. IF it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to MEMA, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Retention of Records

The contractor shall retain all records associated with this contract for three (3) years after MEMA or the subgrantees (counties and communities) make final payments and all other pending matters are closed.

DHS Seal, Logo, and Flags

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

Compliance with Federal Law, Regulations and Executive Orders

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

No Obligation by Federal Government

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

Davis-Bacon Act

The contractor shall comply the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) in so far as it may apply to this contract.

Compliance with the Contract Work Hours and Safety Standards Act

- (1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

- (2) **Violation: Liability for Unpaid Wages: Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) **Withholding for Unpaid Wages and Liquidated Damages.** The Mississippi Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

1. Qualifications of Respondent

Respondent may be required before the award of any contract to show to the complete satisfaction of City of Millington that it has the necessary integrity, compliance with public policy, facilities, ability, past performance, technical, and financial resources to provide the service specified therein in a satisfactory manner. *The Respondent may be required to provide legal understanding of both the Tennessee Procurement Manual and Regulations as well as the Federal Office of*

Management and Budget Super Circular. Respondent will be required to give a past history and references in order to satisfy the City of Millington in regards to the Respondent's qualifications. The City of Millington may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City of Millington all information for this purpose that may be requested. The City of Millington reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy the City of Millington that the Proposer is properly qualified to carry out the obligations of future contracts and to complete the work described therein. Evaluation of the Respondent's qualifications shall include:

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

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

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

A. The overall quality of the plan for performing Debris Removal Services including Safety Practices and Historic Preservations. The plan must maintain a full understanding of the requested services, integrity, and compliance with public policy. Consideration will be given to the entirety and specific requirements of the request. (Important-20 points)

B. Respondent ability to perform the Debris Removal Services as reflected by past performance, general experience, specific experience in providing the services, and the qualifications and abilities of personnel to be assigned to perform such services. (Very Important – 20 points)

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

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

E. Pricing (Very Important-20 points)

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

REQUIRED CLAUSES

Employees not to Benefit

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

Conflicts of Interest

The Respondent

is is not

aware of any information bearing on the existence of any potential organizational conflict of interest. [See Attachment A](#)

Representation Regarding Contingency Fees

The Respondent

has has not

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

Representation Regarding Gratuities

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

_____ initial

Collusion

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

_____ initial

Acceptance of Conditions

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

Proprietary Information

This response

does does not

contain proprietary information. If there is proprietary information contained in this

quote it is clearly marked as propriety and can be found at

_____.

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

Signature Date

Name (Printed) Title

SCOPE OF WORK FOR PROJECT:

It is the Intent of this Project to remove Debris from the curbside and TAKE DIRECTLY TO THE CITY-OWNED 16-ACRE TRACT AT THE CORNER OF DAKAR/SINGLETON AVE. City of Millington property consist of Streets, Street Right of Way, City Facilities including Mass Transit, Lagoon, Cemeteries, Recreation, Water Plant, Sewer Plant, Police Department, Fire Departments, Public Works, vacant lots, etc. Respondent(s) may be responsible for but not limited to the following:

1. Remove **Vegetative Debris** from road side as directed by the Debris Management Task Force (DMTF) Manager as established by the City of Millington. Vegetative Debris will be transported to City-owned 16-acre tract at the corner of Dakar/Singleton Avenue and chipped. Tipping Fees will be the responsibility of the successful Respondent and should be included in the Exhibit A Fee Schedule. If applicable Respondents may be requested to Grind Vegetative Debris and remove Chips from a Temporary Site to a Final Disposal Site. The following location should accept Vegetative and or Chips:

**Republic Services North Shelby Landfill
7111 Old Millington Road
Millington, TN 38053
(901)872-7258**

2. **Contracted Stump Removal**

FEMA only reimburses contracted costs charged on a per-stump basis if:
The stump is 2 feet or larger in diameter measured 2 feet above the ground;
and Extraction is required as part of the removal.

The Applicant needs to ensure the price for stump removal includes extraction, transport, disposal, and filling the root-ball hole.

For stumps that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump is not eligible.

For stumps smaller than 2 feet in diameter, or for stumps of any size that do not require extraction, FEMA only provides PA funding based on volume or weight as removal of these stumps does not require special equipment. If the

Applicant claims reimbursement of these stumps on a per stump basis, FEMA limits PA funding based on a unit price for volume or tons, calculated using the Hazardous Stump Worksheet (Appendix E).

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

- 3. Removal of Hazardous Limbs and Trees.** These items must be;
- a. Limbs that extend over the public Right of Way.
 - b. Limbs that pose an immediate threat.
 - c. Possible threat to traffic.
 - d. Diameter of six (6) inches or Grater measured 4.5 feet above ground level and has a split trunk, a broken canopy, or is leaning at an angle greater than 30 degrees.
 - e. Trees that have 50% or more of the root-ball exposed.
- 4. "Push" activation.** A "Push" is described as the opening of Roadways as directed by the DMTF Director usually in the first 72 hours following a disaster. The "Push" will be required to open roadways for emergency operations and will only consist of pushing debris to sides of the roadways; removal of debris will not be part of this function. Items Respondent(s) should include are:
- a. Truck with Trailer and Fuel Cell.
 - b. Skid Steer with operator.
 - c. Chain Saw with operator.
 - d. Common Laborer.
 - e. Flagman.

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

Services

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

Final Disposal Site:

**Republic Services North Shelby Landfill
7111 Old Millington Road
Millington, TN 38053
(901)872-7258**

Contact information for the City of Millington Public Works Department:
Wayne Cole
Stormwater Manager
901-873-5740
c.cole@millingtontn.gov

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

**THE CITY OF MILLINGTON
EXHIBIT "A"**

FEE SCHEDULE for RFP 2024-3 Debris Removal

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

1. No tipping fee or disposal cost may be back charged to the City of Millington. All tipping fees/disposal costs shall be paid by Contractor and shall be the responsibility of Contractor. .
2. All pay items/fees are for validated loads picked up at designated work zones.
3. It is Contractor’s responsibility to have, secure, manage, maintain, permit and remediate DRS sites, as needed. No additional pay item or fees shall be paid therefore. DRS sites must be remediated at no cost to City of Millington. All areas, public and private must be left in a clean condition. In the event a DRS is used, management of DRS’s processing, chipping and other reduction means are **NOT SEPARATE PAY ITEMS** and are the responsibility of the Contractor.

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item	Description of Service	Cost	Unit
1.	Eligible Vegetative debris removal from public property, public rights of way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled to Final Site. Standard Curbside Vegetative Debris Right of Entry Vegetative Debris	_____ _____	CY CY
2.	Eligible Vegetative Ash, or Chip removal and disposal from DRS and hauling to Final Disposal site . Validated loads hauled and finally disposed.	_____	CY

3.	Hazardous Stumps - Extraction, Haul and Disposal. Contractor shall measure each stump 2 feet above normal ground level to determine the diameter of the trunk.		
	24 to <48 inches	_____	/Stump
	48 inches or greater	_____	/Stump
4.	Fill Soil as directed by the City of Millington; place compatible fill soil in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose a significant threat to public health and safety.	_____	CY
5.	Hazardous Limbs and Tree Removal	_____	Per Tree
6.	Provide Push Crews	_____	Hour

ADDITIONAL SERVICES PROVIDED AT NO COST:

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

Company Name

Signature of Company Representative

Printed Name

ATTACHMENT C

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date