

The following Minimum General Bid Conditions have been developed and may pertain to none, or any and all purchases that may be made as a result of this request for bids.

1. The City has the right to accept the lowest and/or best bid received.
2. **ACCEPTANCE AND REJECTION** The City reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid.
3. **TIME OF ACCEPTANCE** If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the City shall have sixty days to accept.
4. **ERROR IN BID** In cases of errors in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids. After bid opening, a vendor will be permitted to withdraw a bid where there is obvious clerical error in the bid.

If a bidder discovers any ambiguity, conflict, discrepancy, or omission or other error in the bid, they shall immediately notify Zach Polk zpolk@jacksontn.gov of such error and request modification or clarification of the document.

5. **DISCOUNT PERIOD** Discounts will be taken as written on the invitation to bid.
6. **DEFAULT OF CONTRACTOR** In case of default of the contractor, the City may procure the articles of services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
7. **SAMPLE OF MATERIALS** Samples of items, when required, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
8. **SIGNATURE ON BIDS** Each bid should give the full name and business address of the bidder. **Unsigned bids will be rejected.** The person signing the bid must show his/her title, and if requested by the City, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bids must be written with computer, typewriter, ink, or indelible pencil; otherwise, they may not be considered. Purchase order will be issued to the firm name appearing on the bid.
9. **ALTERNATE BIDS** Alternate bids will not be considered unless specifically called for in the bid.
10. **BOND REQUIREMENTS** All bond requirements shall be identified in the invitation to bid. The right is reserved to require the successful bidder to furnish security, free of any expense to the City, to guarantee faithful performance of the contract.
11. **TIME OF PERFORMANCE** The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid. When no time of delivery is stated by the bidder, it is understood and agreed that delivery is to be made within two weeks after receipt of order. Shipping should be FOB destination.
12. **SPECIFICATIONS** It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. The articles on which the proposals are submitted must be equal or superior to that specified. Articles received not equal will be picked up by vendor or returned to vendor shipping charges collect.

Reference to brand names, trade names, model numbers or other descriptions peculiar to specific brand products is made to establish a required level of quality and functional capabilities. It is not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid.

13. **Inspection** Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the City shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
14. **WARRANTY** State any and all guarantees or warranties that would apply to item/ product/service which you are bidding.
15. **Bids must be submitted with one original, five copies, and Flash drive**
16. **Faxed or E Mailed** bids will not be accepted.
17. These specifications meet the minimum requirement.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as "**Disaster Debris Removal**"

No bids will be accepted after the advertised bid opening time.

The city reserves the right to determine the competence and responsibility of a bid from its knowledge of the bidder's qualifications or from other sources.

No questions will be answered after noon, the Friday prior to invitation opening.

BIDDERS MUST SUBMIT WITH YOUR BID

- Proposer must return the signed invitation to bid form
- Certificate of insurance with the proper types of insurance as stated on the previous page. If selected as successful bidder, you will be required to add the City additionally insured.
- 100% bid bond with power of attorney. (if over \$25000) a statutory allowed substitute for a bid bond pursuant to tca 12-4-201 (c) will be accepted.
- Performance bond and materials & labor bond, 100% of bid with Power of attorney (over \$25,000)
- Required Checklist / Signature Page
- Fee Schedule – “Attachment A”
- Conflicts Of Interest – Attachment B
- Appendix A, 44 C.F.R. Part 18-certification regarding lobbying – Attachment C
- Solicitation Document D: Affidavits to be notarized
- Solicitation Document E: Affidavits

ANY BID SUBMITTED WITHOUT THE ABOVE INFORMATION MAY BE REJECTED.

The City is exempt from federal and state taxes. Upon request, the city will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the city shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the city, nor shall any vendor be authorized to use the city's tax exemption in securing such materials.

Use information in bid package to submit your bid. Any questions should be addressed, in writing, to Zach Polk, email (zpolk@jacksontn.gov) . Potential bidders must review the bid package upon receipt to identify any questions and/or issues. Any/all questions should be submitted in a single request for addendum. Requests for clarification must be received by the purchasing department by noon, the Friday before the scheduled date of the bid opening.

Purchase Order/Contract will go into effect once a purchase number has been assigned.

INVITATION TO BID DEBRIS REMOVAL
Debris Removal Assistance for the City of Jackson Tennessee

To: Debris Removal Companies interested in a Debris Removal Agreement for the City of Jackson Tennessee.

From: City of Jackson, Purchasing Department

Date: March 14th, 10:30a.m.

Subject: Invitation to Bid (ITB) for Debris Removal Firms to Assist the City of Jackson, TN.

Questions/Answers: Last Day for Questions are March 10th at Noon.

Contact Name: Zach Polk

Contact Phone Number: 731-425-8245

Contact E-mail Address: zpolk@jacksontn.gov

SUMMARY OF THE BID

City of Jackson, Tennessee, (hereinafter “City”) is seeking Firms to establish a Disaster Debris Removal Agreement for the 2023 Season and extending through 2024, which is one year contract with the City having four one year options to renew, that may include the Spring Tornado Season or other Disasters that warrants outside assistance where the City has determined that City Personnel/Equipment and Mutual Aid Agreements are not sufficient to perform the duties required for a major Event.

The objective of this Bid is to identify and contract for debris removal services following disasters as activated by the City. Bidder shall appoint a single Point of Contact (SPOC) for each Project that shall be responsible for managing staff, working with the City, the Tennessee Emergency Management Agency (TEMA), and FEMA, as requested. The Bid response should be clear on how the Bidder will assist the City for Debris Removal. Future Projects may consist of floods, hurricanes, urban/wildfire, tornados, winter storms, dam failures, earthquakes or any natural or manmade disaster.

The City will receive bids from firms having specific experience and qualifications in the areas identified in this request. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Debris Removal. Other information required by the City may be included elsewhere in the request. This request, contract, and event expenditures are not conditioned upon receipt of FEMA funding.

The City of Jackson will utilize the Tennessee Procurement Manual (TPM) as established and maintained by the Tennessee Central Procurement Office (CPO). The Tennessee Procurement Manual shall serve as a guideline in keeping compliance with Federal, State, and Local procurement requirements. A copy of the Tennessee Procurement Manual can be found at:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/01.20.22_Procurement_Procedures_Manual_of_the_CPO_Final_Copy.pdf

Bidders shall acknowledge that they have reviewed the Tennessee Procurement Manual.

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, TEMA, and the

City), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of this project however if the City, State, TEMA, or FEMA authorizes ROE it will become part of this project.

The City will seek services for a Debris Removal contract. The City will evaluate the information and establish a "Prequalified List" of firms that will be invited following Additional Disasters which will require individual Bids per Event. Multiple awards are at the discretion of the City. **Bidders should be aware a Bid will be issued and additional Bidders may also respond following disasters per CFR 200.319 (d).**

Bidders are cautioned to review this Bid as the Federal Office of Management and Budget (OMB) has introduced new guidelines per the "Super Circular" (2 CFR 200.318 through 326) for all Federal Agencies participating in Federal Grants including FEMA. **Bidder must submit an acknowledgement of the overview of the Super Circular Guidelines.**

Bidder should be aware of all Historical Preservation Laws; City of Jackson has several Historical Listings by the National Historical Register and can be reviewed at: https://en.wikipedia.org/wiki/National_Register_of_Historic_Places_listings_in_Madison_City,_Tennessee

Bidder is advised to review the listings in the unincorporated areas of the City should the locations be affected for Debris Removal.

It shall be noted that this Bid is consistent with the FEMA "Public Assistance Program and Policy Guide" (PAPPG) FP-104-009-2 dated January 2018 and Copies of the PAPPG guide is available online at https://www.fema.gov/media-library-data/1515614675577-be7fd5e0cac814441c313882924c5c0a/PAPPG_V3_508_FINAL.pdf and www.marinedebris.noaa.gov. The PAPPG replaces multiple FEMA Guideline Documents including FEMA publications 322, 325, and 327. **The Bidder must submit an acknowledgement of their overview of the guidelines.**

All Bidders shall provide key resumes of staff to be assigned to projects including an organizational chart. References and examples of similar work, and other data that demonstrates the Bidder's experience in the area of Debris Removal will also be required.

A City Debris Evaluation 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 Bidder 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 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-25 points)

B. Bidder 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 – 25 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 – 15 points)

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

E. Price (Critical-20 points)

Bidder'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 requirements.
4. Be knowledgeable and have experience in the provision of the Services and in insuring that Services are in line with standard FEMA/FHWA practices.
5. Be able to perform the Services in a timely manner and on short notice, recognizing that in the event of issuance of a Task Order, the City desires maximum percentage of completion of projects within the allotted time frames. **Maximum Debris Removal within the first 30 days from the Event Declaration date is desirable and the City prefers a majority of removal within 90 days. Federal Declarations are limited to 180 days.**

Bidder additional information:

1. Name of Bidder, location of Bidder’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 (3) references for current projects or those awarded during the past six (6) years. All information in the request must be completed. Responses containing incomplete data will be rejected.
5. A Technical Plan giving as much detail as practical explaining how the services will be performed and provide equipment list.
6. Plan for subcontractor participation. Note, per FEMA FP-104-009-2 (June 1, 2020 V4) **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.** The Bidder 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.

7. Provide an Organizational Chart, including **Legal Representative(s)**.

INSURANCE AND BONDING REQUIREMENTS

At time of work Insurance and Bonding must meet job cost.

A Certificate of Insurance naming the City of Jackson Additionally insured with any exclusions listed, including:

General Liability - \$1,000,000

Auto - \$1,000,000 per occurrence

Worker's compensation

Proof of workers compensation for all Subcontractors.

Contractor shall provide proof of worker's compensation insurance for all employees, including those of any subcontractor, utilized in the performance of the Contract.

Contractor shall submit proof of general liability insurance which shall remain in full force and effect throughout the term of the Contract in an amount of not less than \$3,000,000.00. Such insurance shall cover all operations under the Contract, whether such operations be by Contractor, or by any sub-contractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

Bonding Requirements: This Project will require a 100% Bid Guarantee as required by the City.

A Performance and Material & Labor Bond for 100% of this Project is required and must be delivered within 24 hours if contracted.

A. Performance Bond: Bidder agrees to provide the City with performance bond payable to, in favor of, or for the protection of the City for the work to be performed in the amount of the Project. **Bidder must provide with the response a letter from the Carrier stating their maximum Bonding abilities.**

B. Material & Labor Bond: Bidder agrees to provide the City with a Material & Labor 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. **Bidder must provide with the response a letter from the Carrier stating their maximum Bonding abilities.**

Any Contract will require a maximum dollar cap according to the magnitude of the disaster. The City may establish Actual amount of Bonding per event.

Response

All submitted Bids become the property of the City and subject to all applicable public records laws include the Tennessee Public Records.

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

Response Acceptance

The original and five (5) copies of the response and all attachments (six copies total) along with one electronic copy of the response saved as a .pdf file on a jump drive shall be signed and submitted in a sealed envelope or package to: City of Jackson Attention Purchasing Department at City Hall, 115 E. Main, Suite 202, Jackson, TN 38301 **no later than 10:30 a.m. Central Standard Time on 03/14/2023. No electronic or facsimile copies of the Bid will be accepted.** Timely submission of the Bid is the responsibility of the Bidder. Responses received after the specified time shall be rejected and returned to the Bidder unopened. **The envelope or package shall be marked Disaster Debris Removal with the Bid opening date and time.** The time and date of receipt shall be indicated on the envelope or package by the Clerk of the Purchasing Office. **Each page of the Bid, all attachments and the Jump Drive shall be identified with the name of the Bidder and page numbers.**

Proprietary Information

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

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

Debarment

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

Procurement Regulations and Guidelines

Bidders are required to review the Tennessee Procurement Manual (https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/01.20.22_Procurement_Procedures_Manual_of_the_CPO_Final_Copy.pdf)

Not all items will be included in future contracts but Bidders 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.

1. Acknowledgment of Amendments

Bidder 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 Bid 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 Bidder shall comply with applicable federal, state, and local laws and regulations.

3. Availability of Funds

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

4. Representation Regarding Contingent Fees

The Bidder 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 Bidder response.

5. Representation Regarding Gratuities

The Bidder represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the Tennessee Procurement Manual.

6. Compliance with Laws

The Bidder understands that the City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Bidder agrees during the term of agreements that the Bidder will strictly adhere to this policy in its employment practices and provision of services. The Bidder 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

Bidder represents and warrants that it will ensure its compliance with the Tennessee Department of Labor and Workforce Development 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. Bidder agrees to maintain records of such compliance and, upon request of the City, to provide a copy of each such verification to the City. Bidder 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 Bidder to the following:

- (1) Termination of any Agreement and ineligibility for any 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 Bidder 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, Bidder would also be liable for any additional costs incurred by the City due to contract cancellation of license or permits.

8. Transparency (7-1-2016)

Future contracts, including any accompanying exhibits, attachments, and appendices, are subject to the "Tennessee Open Records Act," and its exceptions. See Tennessee Comptroller of the Treasury

(<https://www.comptroller.tn.gov/openrecords/faq.asp>).

Information identified by Bidder as trade secrets or other proprietary information which is deemed confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

9. Approval

It is understood that any contract requires approval by the City Council and Mayor. 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 Bidder has designated in writing as proprietary and confidential; and, (b) all data and information which Bidder acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:

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

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

11. Confidentiality

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

12. Attorney's Fees and Expenses

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

13. Authority to Contract

Bidder 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 its Origin; (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. Bidder Personnel

The City shall, when contracting, have the right of reasonable rejection and approval of staff or subcontractors. Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

Contractor shall not charge any resident, business or institution for work performed under any scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.

15. Failure to Deliver

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

16. Failure to Enforce

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

17. Independent Status

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

18. No Limitation of Liability

Nothing in any Agreement shall be interpreted as excluding or limiting any tort liability of the Bidder for harm caused by the intentional or reckless conduct of the Bidder or for damages incurred through the negligent performance of duties by the Bidder 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, email, 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 Bidder: **Name/Title:** _____
 Bidder: _____
 Address: _____

20. Ownership of Documents and Work Papers

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

21. Record Retention and Access to Records

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

22. Right to Inspect Facility

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

23. Termination for Convenience

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

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

(1) *Default.* If Bidder refuses or fails to perform any of the provisions of this agreement with such diligence as will ensure its completion within the time specified in a contract or any extension thereof, or otherwise fails to timely satisfy contract provisions, or commits any other substantial breach, the City may notify Bidder in writing of the delay or nonperformance and if not cured in

ten (10) days or any longer time specified in writing by the City, such officer may terminate Bidder's right to proceed with a contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. Bidder 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) *Bidder's Duties.* Notwithstanding termination of any contract and subject to any directions from the City, Bidder shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Bidder in which the City has an interest.

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

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

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

(6) *Additional Rights and Remedies.* The rights and remedies provided in this

clause are in addition to any other rights and remedies provided by law or under this contract.

25. Termination upon Bankruptcy

Any future Contract may be terminated in whole or in part by the City upon written notice to Bidder, if Bidder should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Bidder of an assignment for the benefit of its creditors. In the event of such termination, the Bidder 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

Bidder shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Bidder 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 Bidder is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, the Bidder shall, on being notified by the City, immediately correct such deficient service or work. In the event the Bidder fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Bidder.

28. Waiver

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

REQUIRED FEDERAL PROCUREMENT CLAUSES

1. Equal Employment Act 41 CFR 60-1.4.

2. Davis Bacon Act (over \$2,000.00).

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

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

4. Retention of Records

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

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

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

6. Debarment and Suspension

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

7. Byrd Anti-Lobbying Amendment

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

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

9. FEMA Executive Order 12250; Coordination of Civil Rights Statues.

EVALUATION PROCEDURE PROCESS:

1. Qualifications of Bidder

Bidder may be required before the award of any contract to show to the complete satisfaction of City that it has the **necessary integrity, compliance with public policy, facilities, ability, past performance, technical, and financial resources** to provide the service specified therein in a satisfactory manner. *The Bidder may be required to provide legal understanding of both the Personal Service Contract Review Board Rules and Regulations as well as the Federal Office of Management and Budget Super Circular.* Bidder will be required to give a past history and references in order to satisfy the City in regards to the Bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the obligations of future contracts and to complete the work described therein. Evaluation of the Bidder'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 Bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder; and,

4. The quality of performance of previous contracts or services.

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

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

1. The overall quality of the proposed plan and for performing the required services – the plan should reflect an understanding of the project and its objectives. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. (Critical - 25 points)
2. Bidder's ability to perform such services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualification and abilities of Personnel proposed to be assigned to perform the services. This includes the ability of the Bidder to provide a work product that is legally defensible. (Very Important - 25 points)
3. The Personnel, equipment, facilities, technical and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. (Important - 15 points)
4. A record of past performance of similar work. (Critical – 15 points)
5. Pricing (Very Important-20 points).

Third Step: The City will contact the most qualified Bidder by email to schedule either an interview or an onsite interview.

SCOPE OF WORK:

LOAD TICKETS

Load tickets" will be used for recording volumes of debris removal. This is a debris tracking document.

Load tickets will be issued by the City's authorized representative. Load tickets will be supplied by the City of Jackson. A debris monitor will be secured or approved by the City, thus eliminating a conflict of interest between the monitor contract and the debris removal contractor.

Tipping Fees are the responsibility of the City. City property consist of Roads, City Facilities including City Hall, Cemeteries, Recreation, Public Works, vacant lots, etc. Bidder(s) may be responsible for but not limited to the following:

Bidder(s) may be responsible for but not limited to the following:

1. Remove **Vegetative Debris** from road side as directed by the Debris Management Task Force (DMTF) Manager as established by the City. Vegetative Debris will be transported to one of two City Owned 16th Section Land Tracts. Tipping Fees will be waived should the Contractor utilize the City Facilities. It will be the Bidder(s) responsibility to either Burn Vegetative Debris or Chip Vegetive Debris and remove reduced material to an approved

Final Disposal Site. The closest Approved Final Site for Ashes is listed below.

Reduction Sites: These sites will be determined by the City

Final Site approved for Ash and or Chips: These sites will be determined by the City

2. Remove **Construction and Demolition Debris** from road/street side as directed by the DMTF Manager. Construction Debris may consist of but is not limited to Metal and Wood Framing, Sheetrock, Insulation, Furniture, Mattresses, Flooring, Clothing, Roofing, etc. Construction Debris will be the responsibility of the successful Bidder for Final Disposal. All Construction and Demolition Debris will be transported to either the Final Sites as listed in this document or sites the Bidder has negotiated. These Landfills are the closest locations, however if the Bidder(s) have existing agreements in place for final disposal it should be noted in the response. All Tipping Fees associated with the final disposal site will be the responsibility of the successful Bidder(s) and should be included in the Cubic Yard (CY) Pricing.

3. Demolition and Removal of **Damaged Structures** on either public or private property (if required) as directed by the DMTF Manager. This item will include the Demolition, removal, and haul of such structures to a Final Disposal Site. Demolition will consist of standard Demolition and Regulated Asbestos Containing Material (RACM) Structures. Item four (4) of the Fee Schedule reflect pricing for each type. Should Asbestos be identified the following guidelines should be followed:
 - a. Utilization of asbestos certified supervisors for visible assessment of asbestos siding and asbestos tile shingles prior to demolition,
 - b. Wetting debris during demolition to reduce the potential for air migration of asbestos,
 - c. Demolishing the building using a technique to minimize the excess breaking of asbestos,
 - d. Loading the material with techniques to maintain sufficient distance from personnel to reduce the exposure to airborne material,
 - e. Placing a placard on the truck hauling the ACM mix with C/D debris reading "Warning Asbestos Hazard, Stay Away"
 - f. Notifications of MDEQ through demolition notification forms within 24 hours of demolition.
 - g. Contractor shall employ all other demolition methods sufficient to maintain the safety of contractors, employees, sub-contractors, and the citizens of Madison City.

4. Public Right of Way **Removal of Structures** that have been demolished by others and pushed to road side may be part of this bid. Bidders should be prepared to pick up and remove this type of debris and include any separations that may be required.

5. Removal of **White Goods** from Roadside as directed by the DMTF Manager. White Goods typically consist of appliances including refrigerators, freezers, air conditioners, heat pumps, ovens, stoves, washing machines, clothes dryers, and water heaters. Bidder will pick up and transport White Goods to a Temporary Site on a per Unit Price. The Bidder(s) will then prepare any

White Good unit for transport to a Tennessee Department of Environmental and Conservation (TDEC) approved Final Disposal Site. Preparation will include the removal of any gasses or substance considered to be environmentally unsafe. Bidder should also consider any Recycling efforts from this point.

6. Removal of **Household Hazardous Waste** Debris as directed by the DMTF Manager. Household Hazardous Waste may consist of but is not limited to any intangible, corrosive, reactivate, or toxic unit. Typical items include paint cans, petroleum containers, lawn mowers, butane bottles, stains, varnishes, solvents, pesticides, etc. Bidder will pick up and transport Hazardous Waste to a Tennessee Department of Environmental and Conservation (TDEC) approved Final Disposal Site. Certified Hazardous Waste Technicians should handle, capture, recycle, reuse, and dispose of hazardous waste. Bidder must comply with Federal, State, and Local environmental requirements. It should be noted that TDEQ *may* designate free pickup days throughout a declaration period.
7. Removal of **Electronic Waste** as directed by the DWTF Manager. Electronic Waste may consist of but is not limited to any televisions, computers/peripherals, audio/stereo equipment, VCR's/DVD players, video cameras, telephones, fax/copy machines, video games/consoles. Bidder will collect and dispose of eligible e-waste in a way complying with all applicable Federal, State, and Local Laws.
8. Removal of **Soil, Mud, and Sand** are typical of this type event, pricing should be included and reflected on Attachment A.

9. **City Approved only 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 of FP 104-009-02 Page 175).

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

10. Removal of **Vehicles and Vessels** may be required. Every effort by the DMTF Manager, City Officials, and Insurance Inspectors will be made to identify the owner of any unit for recovery. If ownership is not determined and the unit creates a threat then the Bidder(s) will be directed to remove the unit. Pricing should be reflected in Attachment A per unit (UNIT).

- 11. City Approved only 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.
- 12. Putrescent Debris** is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. Respondent will work with the Debris Management Task Force, the Tennessee Department of Agriculture-Animal Health, the Tennessee Department of Environmental and Conservation, TEMA, and FEMA as directed for proper coordination, removal and disposal.
- 13. Infectious Waste** is waste capable of causing infections in humans and can include contaminated animal waste, human blood, blood products, medical waste, pathological waste, and discarded sharp objects (needles, scalpels, or broken medical instruments). Clearance, removal, and disposal of infectious waste may be under the authority of another Federal agency (the Centers for Disease Control and Prevention, EPA, etc.) and or the Tennessee Department of Public Health however the Respondent must be prepared to offer a Medical Waste Solution.
- 14. "Push"** activation. A "Push" is described as the opening of Critical Roadways 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. Backhoe or Frontend Loader with operator.
 - c. Two (2) Chainsaws with operator.
 - d. Common Laborer.
 - e. Two Flagman.

(Respondent shall utilize mechanical equipment to load and compact debris into trucks and or trailers).

Respondents should be aware that during normal Debris Removal Operations they will identify items that are not listed in the Fee Schedule. Those items may consist of Medical Waste, CBRN, Hazardous Waste, Flares, Ammunition, Human Bodies/Body Parts, Caskets, etc. Should the Respondent identify any items of this nature they are directed to notify the City Office of Emergency Services Director immediately.

Services

1. As to debris removal, all **Final Disposal** shall be the responsibility of the Respondent. If Contract is awarded and Task Order issued and Notice to Proceed activated, the City will only pay for debris removal and no separate amount will be included for disposal. Disposal is the sole responsibility of

bidder. It is the responsibility of the Bidder 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 Bidder to contract with, compensate disposal sites, and prove to the City that payments have been made.

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

MADISON CITY PERMITTED SITES AND PHYSICAL ADDRESS

ACTIVE SOLID WASTE LANDFILLS-COMMERCIAL (NO Residential Garbage)

Landfill Name: Madison County Development – Jackson/Madison Co. Landfill

Permit #: 57-0239

Site Address: 550 Aaron Long Road, Jackson TN 38301

Mailing Address: 550 Aaron Long Road, Jackson TN 38301

Primary Contact: David Bragg, Division Manager

Contact Phone: Cell 731-446-6759

Contact Email: dbragg@republicservices.com

Temporary Debris Reduction/Staging Sites

Respondent is advised to identify and negotiate possible Private Sector Temporary Debris Reduction Site (TDRS) locations since it will be the responsibility of the Respondent to secure these locations if needed. Should the Respondent identify any locations when responding to this Bid they should state whether or not the sites have been submitted or previously submitted to the TDEC for temporary permitting. Temporary Sites must be identified as to the type of use such as Staging (White Goods, Metal, etc.), Grinding/Chipping, or Burning. Verification of TDEC Permits must be established prior to any activation by the Respondent. The City does not waive its right to seek any authorization for any said sites. City must approve any and all locations as reflected in its minutes.

POSSIBLE TEMPORARY DEBRIS REDUCTION SITES:

TDRS Sites will be determined by the City prior to use.

REQUIRED CHECKLIST / SIGNATURE PAGE

Employees not to Benefit

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

Conflicts of Interest

The Bidder

is is not

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

Representation Regarding Contingency Fees

The Bidder

has has not

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

Representation Regarding Gratuities

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

_____ initial

Collusion

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

_____ initial

Acceptance of Conditions

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

Proprietary Information

This response

does does not

contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at

_____.

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

Signature Date

Date

Name (Printed)

Title

**CITY OF JACKSON
Attachment "A"**

FEE SCHEDULE for DR-TBD

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

1. Contractor shall not utilize City-owned TDRS or Landfill Sites for disposal without prior approval from the City reflected on its minutes.
2. All pay items/fees are for validated loads picked up at designated work zones.
3. It is Contractor's responsibility to have, secure, manage, maintain, permit and remediate TDRS sites, as needed. No additional pay item or fees shall be paid therefore. TDRS sites must be remediated at no cost to City. All areas, public and private must be left in a clean condition. In the event a TDRS is used, management of TDRS's processing, burning, 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.	<p>Eligible Vegetative debris removal from public property, public rights of way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled to TDS or Final Site.</p> <p>Standard Curbside Vegetative Debris</p> <p>Right of Entry Vegetative Debris</p>	<p>_____</p> <p>_____</p>	<p>CY</p> <p>CY</p>
2.	<p>Eligible Construction Debris removal from public property, public rights of way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled directly to final disposal site.</p>	<p>_____</p>	<p>CY</p>

3.	Eligible Vegetative Ash, removal and disposal from TDRS and hauling to Final Disposal site . Validated loads hauled and finally disposed.	_____	CY
4.	Eligible Chips , removal and disposal from TDRS and hauling to Final Disposal site . Validated loads hauled and finally disposed.	_____	CY
5.	<p>Demolish Damaged Structures (public and private). Remove, haul and dispose of all debris from damaged structures from public property or private property (Right of Entry Program)** Price to include demolition**</p> <p>Standard Demolition</p> <p>Regulated Asbestos Containing Material Structures (RACM)</p>	<p>_____</p> <p>_____</p>	<p>CY</p> <p>CY</p>
6.	Remove, load, haul, recycle and disposal of eligible White Goods . Includes compliance with EPA and State requirements for making white goods disposable. Validated loads picked up at designated work zones, hauled, recycled and finally disposed.	_____	Unit
7.	Pick up, haul and disposal of eligible Household Hazardous Material in accordance with all applicable federal and state rules, regulations and laws.	<p>_____</p> <p>_____</p>	<p>Unit</p> <p>Weight</p>
8.	Electronic Waste dispose of eligible e-waste in a way complying with all applicable Federal, State, and Local Laws.	_____	Unit
9.	<p>Hazardous Stumps- Extraction, Haul and Disposal. Contractor shall measure each stump 2 feet above normal ground level to determine the diameter of the trunk.</p> <p>24 to <48 inches</p>	_____	<p>/Stump</p> <p>/Stump</p>

	48 inches or greater	_____	
10.	Fill Soil as directed by the City; 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
11.	Removal of Soil, Mud, and Sand from Roads and Sidewalks.	_____	CY
	Storm and Sanitary Sewers	_____	CY
	Water Treatment Facilities	_____	CY
	Drainage Canals and Basins	_____	CY
12.	Tree Removal		PER TREE
	6-12 Inch	_____	
	13-24 Inch	_____	
	25-36 Inch	_____	
	37-48 Inch	_____	
	49 Inch	_____	
13.	Hazardous Limbs	_____	EACH
13.	Vehicle and Marine Debris Removal		Unit
13a.	Boat Removal	_____	Unit
13b.	Vehicle Removal	_____	Unit
14.	Grinding of Eligible Vegetive Debris	_____	CY
15.	Reduction by Uncontrolled Open-Air Incineration	_____	CY

16.	Reduction by Controlled Open Air Incineration	_____	CY
17.	Reduction by Air Curtain Pit Incineration	_____	CY
18.	Reduction by Portable Air Curtain Incinerators	_____	CY
19.	Clearing and Grubbing 5 Acres for Salt Dome Road Reduction Site	_____	ACRE
20.	Push Team to Include Skid Steer, Debris Truck or Trailer, Chainsaw, and 2 Flaggers. (First 72 Hours)	_____	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.
- F. Reporting and Documentation- The Contractor shall provide and submit to the City all reports and documents as may be necessary to adequately document its performance of this Contract.
- G. Any Equipment utilized by the Respondent shall have a clearly positioned Placard on both sides of the Equipment. The Placard shall reflect "CONTRACTOR TO CITY ONLY" and the Cubic Yards Measurement reflected as established by the Debris Monitoring Firm.

Company Name

Signature of Company Representative

Printed Name

ATTACHMENT B: CONFLICTS OF INTEREST

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

Scott Conger – Mayor Sam Turner – Council Johnny Dodd – Council
Richard Donnell – Council Tara Skinner – Council Ross Priddy – Council
Paul Taylor – Council Marda Wallace – Council Russ McKelvey – Council
David Cisco – Council

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

Check one, only: YES NO

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

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

Check one, only: YES NO

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

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

7. Contractor's Signature:

Signature

Date

ATTACHMENT C

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



PURCHASING DEPARTMENT

SOLICITATION DOCUMENT D: NOTARIZED AFFIDAVITS

The undersigned agrees that the following conditions are or will be met.

NON-COLLUSION AFFIDAVIT

1. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
2. Such bid is genuine and is not a collusive or sham bid;
3. Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham bid in connection with the contract or agreement for which the attached bid has been submitted or to refrain from making a bid in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the bid price or the bid price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COJ or any person interested in the proposed contract or agreement; and
4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

CHILD CRIME AFFIDAVIT

1. The responder agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

AFFIDAVIT OF ELIGIBILITY

1. The responder is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contact let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. No commissioner or officer of COJ or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for COJ has a direct interest in the responder.

ILLEGAL IMMIGRANTS

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the state or a state entity. Additionally such firms may not knowingly contract with sub-contractors who utilize the service of illegal immigrants.

2. By signing below the bidder agrees that:
 - a. The firm does not knowingly utilize the services of illegal immigrants in the performance of contracts.
 - b. The firm agrees that the State may conduct random checks of personnel records as it pertains to this issue.
 - c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Additionally violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

_____ (Name)	_____ (Signature)
_____ (Title)	_____ (Date)

Subscribed and sworn before me this _____ day of _____ 20_____.

Notary Public My commission expires: _____

Solicitation Document E: Affidavits

Conflict of Interest

1. No commissioner or officer of COJ or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the COJ has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers, or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Certification of Nonsegregated Facilities

6. The undersigned also certifies to the City of Jackson that it does not maintain or provide for its employees any segregated facilities (i.e. with regard to race, color, religion, age, gender, disability or national origin) at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned further agrees that it will obtain identical certification from its subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

General

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

Iran Divestment Act

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

Accuracy of Electronic Copies

10. The supplier will provide one original copy of the bid/proposal/quote/qualifications to the COJ. Any copies or flash drives will contain the same information as the original.

General

11. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COJ or any person interested in the proposed award or agreement.
12. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Indemnity

13. Governmental entities in the State of Tennessee are limited from entering into contracts or agreements that indemnify or hold harmless third parties beyond the liability that would be imposed on the governmental entity by law. Therefore, the City of Jackson may not enter into any contract or agreement which requires it to indemnify or hold another harmless beyond the liability that is imposed on the City by law. Any agreement or contract which purports to do so is unenforceable.

No Contact/No Advocacy Affidavit

14. After this solicitation is issued, any contact initiated by any supplier with any COJ representative concerning this solicitation is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
15. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to COJ staff or Board members. My signature signifies that no unauthorized advocacy occurred.

Non-Boycott of Israel Affidavit

16. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.




Assurance of Compliance under Title VI of the Civil Rights Act of 1964

17. Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Jackson, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the City of Jackson and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

Affirmative Action Compliance Program

18. The Undersigned certifies to the City of Jackson that if the undersigned has fifty (50) or more employees and a contract with the City of Jackson for the furnishing of supplies or services or for the use of real or personal property in the amount of \$50,000 or more, that it has developed and is maintaining a written Affirmative Action Plan for each of its establishments as required by OFCCP Regulations 41 C.F.R. §§ 60-1.4, 60-250-5, and 60-741.5.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Signed by		
Printed Name		
Title		

C & D	Constructions and Demolition
DAT	Damage Assessment Team
DFO	Disaster Field Office
DMTF	Debris Management Task Force
DOT	Department of Transportation
DPW	Department of Public Works
EMA	Emergency Management Agency
EOC	Emergency Operation Center
EOP	Emergency Operation Plan
EPA	Environmental Protection Agency
ESF	Emergency Support Function
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographical Informational System
HHW	Household Hazardous Waste
HW	Hazardous Waste
ICS	Incident Command System
IW	Infectious Waste
MAA	Mutual Aid Agreement
MOU	Memorandum of Understanding
NIMS	National Incident Management System
NOAA	National Oceanic and Atmospheric Administration
NRCS	National Resource Conservation Service
PA	Public Assistance
PAO	Public Assistance Officer
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
PW	Project Worksheet
PAPPG	Public Assistance Program and Policy Guide (FP 104-009-2)
PD	Putrescent Debris (debris that will decompose or rot, such as animal carcasses and other fleshy organic matter)
ROW	Rights-of-Way
SBA	Small Business Administration
SCO	State Coordinating Officer
SHPO	State Historic Preservation Office
SWM	Solid Waste Management
TDM	Temporary Debris Management
TDSR	Temporary Debris Storage and Reduction
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture
USACE	U.S. Army Corps of Engineers
USCG	U.S. Coast Guard
USFWS	U.S. Fish and Wildlife Service



COVID-19 Guidance for the Construction Workforce

OSHA is committed to protecting the health and safety of America’s workers and workplaces during these unprecedented times. The agency will be issuing a series of industry-specific alerts designed to keep workers safe.


When working in the construction industry, the following tips can help reduce the risk of exposure to the coronavirus:

- Encourage workers to stay home if they are sick.
- Allow workers to wear masks over their nose and mouth to prevent them from spreading the virus.
- Continue to use other normal control measures, including personal protective equipment (PPE), necessary to protect workers from other job hazards associated with construction activities.
- Advise workers to avoid physical contact with others and direct employees/contractors/visitors to increase personal space to at least six feet, where possible. Where work trailers are used, all workers should maintain social distancing while inside the trailers.
- Train workers how to properly put on, use/wear, and take off protective clothing and equipment.
- Encourage respiratory etiquette, including covering coughs and sneezes.
- Promote personal hygiene. If workers do not have immediate access to soap and water for handwashing, provide alcohol-based hand rubs containing at least 60 percent alcohol.
- Use Environmental Protection Agency-approved cleaning chemicals from [List N](#) or that have label claims against the coronavirus.
- To the extent tools or equipment must be shared, provide and instruct workers to use alcohol-based wipes to clean tools before and after use. When cleaning tools and equipment, workers should consult manufacturer recommendations for proper cleaning techniques and restrictions.
- Keep in-person meetings (including toolbox talks and safety meetings) as short as possible, limit the number of workers in attendance, and use social distancing practices.
- Clean and disinfect portable jobsite toilets regularly. Hand sanitizer dispensers should be filled regularly. Frequently-touched items (i.e., door pulls and toilet seats) should be disinfected.
- Encourage workers to report any safety and health concerns.

For more information, visit www.osha.gov/coronavirus or call 1-800-321-OSHA (6742).

OSHA issues alerts to draw attention to worker safety and health issues and solutions.



• osha.gov/coronavirus • 1-800-321-OSHA (6742) • @OSHA_DOL 

OSHA 4000-04 2020

ACKNOWLEDGE RECEIPT OF ALL ADDENDA INFORMATION

Addendum I _____

Addenda VI _____

Addenda II _____

Addenda VII _____

Addenda III _____

Addenda VIII _____

Addenda IV _____

Addenda IX _____

Addenda V _____

Addenda X _____

All bids are opened at 10:30 a.m. unless otherwise indicated

If addenda acknowledgements are not included with the bid/proposal, the bid/proposal could be rejected. It is the bidder/proposers sole responsibility to obtain the Bid/Proposal package, from the purchasing department.

Bid/Proposal packet, Addenda and other information can be obtained from

zpolk@jacksontn.gov or on the City Purchasing website,

https://www.jacksontn.gov/government/departments/purchasing/bids_or_proposals . It is the vendor's responsibility to check the website or request the

addendum. Contact the Purchasing department to be included on the bid list.

Mail the completed form to City Hall, Attn: purchasing 115 E. Main St., Suite 202, Jackson, TN 38301.