



**City of Mobile
Request for Proposals
RFP No. 5937**

Post-Disaster Debris Removal Services

I. Introduction.

The City of Mobile is requesting proposals from qualified debris removal contractors for the clean-up, removal, reduction, and disposal of debris as directed by the City in the event of disaster or other unforeseen circumstance requiring such services. There is no immediate cost to the City as this is a pre-event solicitation. This shall be a three-year contract utilized on an “as needed” basis with the option to automatically renew for three additional one-year periods upon the mutual consent of both parties.

Those individuals/firms interested in being considered for this contract are instructed to submit three paper (3) copies and one (1) electronic copy of their proposals prior to **4:00 p.m, local time, on April 3, 2025.**

by **mail** to:
City of Mobile Procurement Department,
PO Box 1948
Mobile, AL 36633

Or by **delivery** to:
City of Mobile
205 Government Street, Room 408S
Mobile, Alabama 36644.

Qualified responses will be reviewed and ranked by an evaluation committee. The City retains the discretion to conduct interviews and make additional inquiries as part of the evaluation and scoring process.

All proposals must be completed using the Proposal Submittal Form found as **Exhibit A**, and additional supporting documentation requested in the specifications. Please see **Section VIII** of this RFP for more details on submission requirements. Proposals submitted without such documentation will not be considered. Only information contained on the attached Proposal Submittal Form and accompanying required documentation will be considered in evaluating proposals.

Questions regarding this RFP may be sent by email to Purchasing@CityofMobile.org not later than **4:00 p.m., local time, on March 25, 2025.**

Proposals will be scored according to the following criteria:

(1) Cost of services,

- (2) Qualifications (Personnel, Financial, Resources)
- (3) Experience and Previous Performance (Similar work performed and Recommendations)
- (4) Approach to City Performance Requirements (How you will accomplish the work required)

All information provided by the proposer related to the items listed above shall be attached to the Proposal Submittal Form. It is the proposer's responsibility to provide, with its Proposal Submittal Form, information to adequately and accurately reflect its ability to effectively carry out the requirements of this Request for Proposals (RFP).

The City reserves the right to reject any and all proposals, to waive any informality in proposals, and to accept in whole or in part such proposals solely at its discretion.

II. General Scope of Work.

- A. The City of Mobile is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the City for the following services.
 - 1. the removal of all eligible disaster-generated debris from the City's right of way or City property as directed by the City and
 - 2. the proper disposal of all eligible disaster-generated debris.
- B. While it is anticipated that these debris removal services will most frequently be used in the event of a federal or state-declared emergency or disaster, the availability of these services shall also apply for non-declared disaster events.
- C. Contractors shall provide clean up, removal reduction and disposal of debris resulting from a disaster in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the City.
- D. The work to be undertaken includes, but is not limited to:
 - 1. Emergency Road Clearance: Removal of debris from the primary transportation routes when directed by the City.
 - 2. Debris Removal from Public Property: Removal of debris from public rights of way; removal of debris beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
 - 3. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the City in accordance with all applicable Federal, State and local laws, standards and regulations.
 - 4. Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations.
 - 5. Documentation and Inspections: Storm debris shall be subject to inspection of the City. Inspections will be to ensure compliance with the contract and applicable Federal, State and local laws. The Contractor will, at all times, provide the City

access to all work sites and disposal areas. The Contractor and the City will have in place at the disposal sites personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving. All debris collection and data documentation will be designed to appropriately address concerns of the reimbursement agencies. Documentation shall include amount of debris collected, number of crews working, and areas worked. Provide weekly reports to City.

6. **Work Sites:** The City will review and approve the location of all Contractor work sites. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to or better than the original condition of the site.
 7. **White Goods:** The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and Local laws.
 8. **Hazardous Stumps:** The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the City. Stumps will be hauled to a disposal site where they shall be inspected and categorized by size.
 9. **Clean Fill Dirt:** The Contractor shall place compacted fill dirt in ruts created by equipment, holes, created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the City. This clean fill dirt shall be compacted as directed by the City.
- E. Contractor will be expected to provide the services set out in these specifications in full compliance with all AEMA, FEMA and FHWA guidelines and regulations and federal law and regulations applicable at the time work is performed to ensure reimbursement, if reimbursement is available. Any conflict with the language included in these specifications shall be construed to comply with FEMA requirements.
- F. The debris removal services contractor will work closely throughout the project with designated City personnel and the monitoring services contractor. Both the City and the monitoring services contractor will provide the debris removal services contractor with names, contact information, and program areas of appropriate City and monitoring services contractor personnel.
- G. The debris removal services contractor will be required to respond to the Notice to Proceed within 24 hours of its receipt and to activate its forces as soon as weather allows as directed by the City. The standard expectation is that the contractor will stage equipment as close as practical to the City, and mobilize the equipment as soon as the storm passes the City.
- H. Once activated, the debris removal services contractor shall provide the services set out in these specifications to the extent necessary to meet the needs of the City.
- I. The debris removal services contractor must be able to provide the minimum services included in these specifications upon activation and must be prepared to place project personnel, including a project manager, within 24 hours of receipt of the written Notice

to Proceed. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours, and 100% of the required resources within 96 hours, to commence and conduct the services required by this RFP. Each proposer shall include with his or her proposal complete and adequate contact information for transmitting the Notice to Proceed to the debris removal services contractor. Project communication contacts for the City shall be detailed in the Notice to Proceed.

- J. Upon receipt of the Notice to Proceed but prior to commencing any debris removal or disposal activities, the debris removal services contractor shall provide the City with a work plan for City approval for all activities to be conducted during the project. The initial work plan shall detail a 7 and 14-day projection of activities and be submitted within 48 hours of receipt of the Notice to Proceed, unless otherwise agreed to by the City. The contractor shall also provide a preliminary estimate of the overall cost for the project, which, when agreed to by the City, will become the basis for determination of the performance bond, if required by **Section IV.B.1** of this RFP. The plan shall be updated every week throughout the project period. The City may prioritize areas where the contractor shall perform specified activities.
- K. All activities conducted for the City shall be performed during daylight hours. The contractor may work seven days per week, including holidays, however, the City may suspend all operations due to inclement weather.
- L. Training: The debris removal services contractor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement, if reimbursement is available, and disaster specific information. All training shall meet AEMA, FEMA, and FHWA requirements, and where possible or required by AEMA, FEMA, or FHWA rules or regulations, shall involve personnel from either or both of these agencies. Proof of training shall be provided to the City when responding to a Notice to Proceed. The proposer must demonstrate in his or her bid documents that all workers will be adequately trained prior to performing any work on the project.
- M. Debris Removal Site Location: The debris removal services contractor shall be required to remove debris from all areas identified by the City as included in the Notice to Proceed and other direction from the City. This may include the removal of debris from City roads, federal aid highways, state roads, City-maintained public property, and/or drainage easements. This may also in some instances include the removal of debris from private property, but only if the disaster triggers the activation of private property debris removal (PPDR) and only if specifically authorized by the City. The City may limit the scope or type of debris to be removed by the contractor. The debris removal services contractor shall not perform any work in an area that has not been specifically assigned to the contractor by the City.

- N. Frequency: The contractor shall make as many passes through the locations where debris is to be removed as are necessary and as directed by the City. There shall be up to three passes with a minimum of one weekend between each pass; provided, however, the contractor shall complete each pass over all locations in the City prior to beginning the next pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the City. The scheduling of passes will be coordinated and approved by the City.
- O. Site Preparation and Management: The debris removal services contractor shall be responsible for all vehicular and pedestrian traffic control at all debris removal location sites, which shall be accomplished in conformance with the latest edition of the Manual on Uniform Traffic Control Devices. The contractor shall provide all flag persons, signs, traffic control and other equipment to necessary personnel working at the site. At least one flag person shall be posted at each approach to the work area.
1. Closure or blocking of public streets and other rights of way shall not be permitted unless prior arrangements have been made with the City.
 2. Prior to performing any work at a debris removal location site, the debris removal services contractor shall contact Alabama Line Locate and any other utility company for the purpose of identifying utility lines and components in advance of work.
- P. Program Management: The contractor will assign a project manager who will perform the following duties:
1. Meet with designated personnel from the City immediately upon receipt of the Notice to Proceed to discuss the scope of services expected,
 2. Remain within the City during all work hours throughout the length of the project,
 3. Schedule and coordinate daily debris removal activities with City personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities,
 4. Attend and participate in meetings and press conferences with designated City personnel as determined necessary,
 5. Oversee and supervise all debris removal and disposal activities throughout the project,
 6. Regularly communicate with designated City and monitoring services contractor personnel to keep the City informed of all aspects of the debris removal and disposal activities,
 7. Provide input to the City to improve efficiency of collection and removal of debris, and
 8. Identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.
- Q. Safety: The debris removal services contractor shall have a safety officer assigned to a project to ensure work site conditions and equipment are safe and operable and that all workers are performing all activities in a safe manner. The safety officer may be the contractor's project manager, but shall be able to dedicate the appropriate time to

issues of safety as deemed necessary by the City to ensure safe work conditions and practices in all work areas. The safety officer shall be available in person to designated City personnel at any time during the project. The City may require the contractor to appoint a new safety officer if the City determines the contractor is not adequately addressing safety concerns. The City may also cease work of the contractor if it determines safety concerns are not being addressed in a timely and sufficient manner.

- R. Environmental Permits, Fees, and Protections: The debris removal services contractor is responsible for obtaining all necessary and applicable environmental and regulatory permits prior to commencing any debris removal or disposal activities. Copies of all documentation evidencing proper permitting and approval shall be provided to the City before any activities begin.
- S. Dust Control: The debris removal services contractor shall be responsible for dust control and all other environmental safeguards and protections as necessary. All such safeguards and protections shall comply with federal and state laws and regulations regarding same.
- T. Eligible Debris Removal: The debris removal services contractor shall be responsible for clearing, separating, and removing any and all “eligible debris” from all locations identified by the City using the procedures set out in these bid specifications. Services shall include at a minimum each of the following:
 - 1. Examining and sorting debris into separate categories
 - 2. Loading the sorted debris onto appropriate equipment and
 - 3. Hauling the eligible, sorted debris to an appropriate, approved reduction and/or disposal site.
- U. Eligible Debris Sorting: The debris removal services contractor shall be authorized to clear, separate, and remove ONLY eligible debris as directed by the City and shall be paid by the City for removal of ONLY eligible debris. The debris removal services contractor shall document ineligible debris left at a debris removal location and shall notify the designated City representative immediately of any ineligible debris placed at the right of way for collection.
- V. “Eligible Debris” Defined: “Eligible Debris” is all disaster-related debris located on City roads, rights of ways, federal aid highways, state roads, City-maintained public property, and/or drainage easements provided:
 - 1. The debris complies with current or future AEMA, FEMA, and FHWA debris eligibility guidelines and regulations
 - 2. The removal of the debris is the legal responsibility of the City, and
 - 3. The debris presents an immediate health and safety threat to the general public or to the users of an eligible public facility.
- W. Types of Eligible Debris: The types of eligible debris which the contractor may be required to remove include, at a minimum, each of the following:
 - 1. Trees and limbs

2. Stumps
 3. Construction and demolition debris
 4. Scattered displaced debris
 5. Household hazardous waste
 6. Vegetative debris
 7. White goods
 8. Electronic waste
 9. Waterway debris
 10. Sand and silt
 11. Vehicles
 12. Vessels
 13. Biowaste
- X. General Procedures for Debris Removal: There are special rules and procedures for the removal and/or disposal of certain types of eligible debris as set out in these bid specifications. The debris removal services contractor shall at all times comply with these procedures and all AEMA, FEMA, and FHWA guidelines and regulations related to same.
1. The debris removal services contractor shall perform all debris removal services necessary as directed by the City. The City may limit the services to be performed by the debris removal services contractor. All work shall be accomplished in a safe manner in accordance with state and City standards and guidelines and all debris removal work areas shall be left clear of debris and as clean as reasonable and practical before the contractor leaves the area.
 2. The City may periodically inspect any and all debris removal locations, verify quantities of debris collected, and review debris removal activities of the contractor.
 3. All work shall be conducted in such a manner that will not interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. The contractor shall only perform services authorized by the City. Additionally, the contractor shall not enter onto private property for debris removal activities conducted on behalf of the City and shall not solicit work from private citizens or others while performing services for City.
 4. All debris removed by the contractor shall become property of the contractor for removal and lawful disposal unless otherwise agreed to by both parties.
- Y. Specific Procedures By Debris Type: The following procedures will be utilized by the debris removal services contractor for each of the categories of debris and work set out below.
1. Trees, Limbs, and Stumps: The debris removal services contractor shall be responsible for cutting down and removing hazardous trees, limbs, and stumps that qualify as eligible debris under AEMA, FEMA, and FHWA guidelines and regulations. Prior approval of AEMA, FEMA, and FHWA may be required.
 - a. Eligible, approved uprooted trees with exposed roots shall be removed in their entirety with the stump hole back-filled with approved material. Holes present as a result of uprooted trees in the public right of way shall be back-filled to ground level with approved soil.

- b. Partially uprooted stumps on improved public property or rights of way that are greater than 24 inches in diameter measured 2 feet above the ground that create an immediate threat to life, public health, and safety shall be removed. Stumps which must be extracted by mechanical means shall be addressed on a case-by-case basis by the City and, where applicable, only after AEMA, FEMA, and FHWA has approved the extraction. Stumps that are not eligible for reimbursement shall be flush cut to the ground. Stumps shall be hauled separately from other debris and individually measured by the City for conversion to cubic yards.
 - c. Leaning or fallen trees which extend onto the public right of way or roadway from private property and which are at risk of falling onto the roadway or across a fence line shall be removed by cutting the tree at the property line or at the edge of the right of way. Only that part of the debris that lies within the right of way shall be removed. Only trees damaged by the storm event will be eligible for removal.
 - d. Hazardous tree limbs two inches or greater in diameter that are still hanging in the tree (tree hangers) and are threatening a public use area, such as a trail, sidewalk, road, etc. are considered eligible debris and shall be cut down.
 - e. In limited situations, with specific approval of the City, and employing the services of a certified Line Clearance Arborist, Contractor may be asked to clear qualified leaning or hanging trees or limbs deemed to be a threat to power lines or other related critical infrastructure. Such work will be conducted in accordance with the then current agreement between the City and Alabama Power, to be provided to contractor before tasking any such work.
 - f. Contractor is to place cut debris in the right of way for follow-up collection and disposal with other vegetative waste.
2. Construction, Demolition, and Scattered Displaced Debris: The debris removal services contractor shall remove construction, demolition, scattered displaced debris, and homeowners' debris placed within the City's right-of-way areas. Construction and household debris should not be mixed with vegetative debris or appliances, hazardous and toxic waste. Household garbage shall not be collected.
3. Household Hazardous Waste (HHW): Material classified as household hazardous waste shall be segregated from all other debris using a method which will allow the remaining non-household hazardous waste debris to be processed separately. Designated City personnel shall be notified immediately when household hazardous waste is found. All household hazardous waste debris will be moved and placed in the designated household hazardous waste containment area at the appropriate disposal site.
4. Vegetative Debris: The debris removal services contractor shall perform vegetative debris reduction by open burning whenever possible.
 - a. Preparation and operation of the site for burning shall meet all safety standards and recommendations by local and state officials with applicable responsibilities. Ash from the burning of the vegetative debris shall be tested as prescribed by the appropriate regulatory agency. If test results allow, ash shall be land-applied to the burning site and incorporated into the soil by tilling.

- b. However, if the test results require, the ash from burning shall be loaded and transported to an approved landfill for disposal. In the event regulatory restrictions or other circumstances preclude open burning as the method of vegetative debris reduction, the contractor shall accomplish vegetative debris reduction by air curtain incineration, chipping, and/or grinding as directed by the City.
 5. White Goods: The debris removal services contractor shall collect and dispose of eligible white goods in compliance with all applicable federal, state and local laws and regulations. White goods include appliances such as refrigerators, freezers, stoves, washers, dryers, hot water heaters, and dishwashers.
 6. Electronic Waste: The contractor shall collect and dispose of eligible electronic waste in a manner complying with all applicable federal, state and local laws and regulations. Electronic waste means electronic products placed at the right of way, including but not limited to televisions, computers, computer peripherals (e.g., monitors and keyboards), audio and stereo equipment, VCRs, DVD players, video cameras, telephones, cellular phones and other wireless devices, fax and copy machines, and video game consoles.
 7. Waterway Debris Removal: The debris removal services contractor shall be responsible for the removal of debris from non-federally maintained canals, rivers, creeks and streams. Once the debris is retrieved and measured by cubic yard, then disposal and payment for the disposal will depend on the type of debris retrieved.
 8. Sand and Silt Removal: Where applicable, the debris removal services contractor shall be responsible for the recovery, loading, and the disposal of sand, silt, mud, dirt and rock deposited on the City's right of way or public property.
 9. Vehicle Removal: The debris removal services contractor shall be responsible for the recovery, loading, determination of ownership, and disposal of vehicles deposited on the City's right of way or public property.
 10. Vessel Removal: The debris removal services contractor shall be responsible for the recovery, loading, determination of ownership, and disposal of vessels deposited on the City's right of way, waterways, or public property.
 11. Biowaste: The debris removal services contractor shall be responsible for the removal and disposal of waste capable of causing infection to humans such as animal waste, human blood and pathological waste. Material which is found to be classified as biowaste shall be reported immediately to designated City personnel. This material shall be segregated from the remaining debris using a method which will allow the remaining non-biowaste debris to be processed separately.
- Z. Debris Disposal Sites and Procedures
1. The disposal of all debris removed from a debris location site shall be the responsibility of the debris removal services contractor. All debris shall be disposed in compliance with applicable federal, state, or local laws, regulations, or guidelines providing for proper disposal of the particular type of debris.
 2. The debris removal services contractor shall be responsible for securing staging, reducing and disposal sites for the disposal of all debris collected, with one site identified as the primary debris management site. The contractor shall submit to the City a listing and location map for all proposed staging, reducing and disposal sites.

All disposal sites, including the primary debris management site, shall be approved in writing by the City prior to use of any disposal site.

3. The contractor shall be responsible for obtaining all necessary and applicable permits for each disposal site and for payment of any and all landfill disposal fees necessary for proper final disposal of collected debris. The contractor is also responsible for returning the primary debris management site to pre-disaster conditions upon project completion. Landfill disposal fees incurred by the contractor must be pre-approved by the City and may be billed to the City by the contractor as a pass-through cost, without mark-up.
4. The contractor shall provide inspection towers at all debris management sites and at all approved disposal sites. This tower shall be constructed such that debris removal monitors can see the bed when empty and fully view the debris load (at least 10 feet above the existing ground surface), for the purpose of establishing the loaded volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements and be constructed to the U.S. Army Corp of Engineers' (USACE) standards for inspection towers. The contractor shall remove and dispose of the inspection towers following completion of the debris removal.
5. The contractor shall provide portable restroom facilities at all approved disposal sites.
6. The debris removal services contractor shall construct a household hazardous waste containment area consisting of an earthen berm with a non-permeable liner at all disposal sites where such debris will be transported. The containment area shall be covered at all times with a non-permeable cover.
7. The debris removal services contractor shall be responsible for managing all disposal sites, including the primary debris management site. The daily operation of all disposal sites shall coincide with hauling operations during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by designated City personnel or as otherwise required by law or regulation.
8. Other management responsibilities will include at a minimum:
 - a. providing all weather road access for debris trucks,
 - b. providing dust control,
 - c. providing fire prevention treatments to the site,
 - d. providing site security,
 - e. managing the volume of debris in an orderly and safe manner, and
 - f. stockpiling of material.

AA. Responsibility for Damage and Violations

1. The debris removal services contractor shall exercise due care in the performance of all activities to minimize any damages to trees, shrubs, landscaping and public or private property. The contractor shall be responsible for damages to any property caused by its equipment or workers at no expense to the City. The City shall be notified immediately of any damages which occur during debris removal activities conducted by the contractor.
2. The debris removal services contractor shall be responsible for any and all corrective action required in response to any notices of violations issued by any

federal, state, or local agency as a result of the contractor's actions while conducting activities on behalf of the City. All corrective actions shall be taken at the contractor's expense. Additionally, the contractor shall be solely responsible for the payment of any fines or penalties resulting from any such violations.

BB. Equipment.

1. All equipment to be utilized by the debris removal services contractor shall comply with all applicable federal, state, and local rules and regulations and shall be inspected and approved by the City prior to use. The debris removal services contractor shall provide all labor and materials necessary to fully operate and maintain all equipment to be utilized. Additionally, all equipment must meet the following minimum standards:
 - a. All loading equipment shall be able to operate from the road using buckets and/or booms and grapple devices to remove and load the debris
 - b. All trucks and other equipment shall be equipped with back up alarms
 - c. Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment
 - d. "Hand loading" of trucks and trailers is prohibited
 - e. Sideboards or other extensions to the bed of trucks shall meet all applicable rules and regulations, shall cover the front and both sides, and shall be constructed in a manner to withstand severe operating conditions
 - f. Sideboards shall be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides
 - g. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls
 - h. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity
 - i. Plastic webbing is not acceptable for a tailgate
 - j. All hauling equipment shall be measured and marked for its load capacity
 - k. Loading equipment shall be rubber-tired and sized properly to fit loading conditions.
2. All trucks and other heavy equipment utilized by the contractor shall be equipped with signs attached to both sides of the equipment which contain the following information:
 - a. Company Name
 - b. Truck Number
 - c. Cubic Yardage
 - d. Inspector's Name and Date
 - e. Magnetic signs are not permitted.
3. The debris removal services contractor shall allow inspection by the City of all trucks, trailers, or containers that will be used for hauling debris prior to commencing any debris removal activities and shall notify the City each time a new truck, trailer or container is to be used. Each truck or trailer shall be measured to determine the load capacity, which capacity shall be clearly displayed on the truck or trailer at all times. The contractor shall not allow the capacity of debris loaded on

any truck or trailer to exceed 100% of the measured volume. The City may re-measure all equipment at any time.

4. If the debris removal services contractor plans to rent equipment for any of the debris removal activities set out in these bid specifications, contractor shall provide the City with an Equipment Rental Schedule, which shall include operators for initial emergency clearing of roads, streets, and public rights of way. All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates shall include the cost of protective clothing, including hard hats and steel toed boots, fringe benefits, hand tools, supervision, transportation and any other costs. The City may terminate the equipment rental work at any time.
5. There shall not be a minimum number of hours guaranteed for use of rental equipment for initial emergency clearing of roads, streets, and public rights of way. The contractor will be reimbursed for the cost of equipment rental based on number of verified hours worked, not to exceed 70 hours per piece of equipment or worker for this initial emergency period.

CC. Reporting Requirements: The debris removal services contractor shall be required to keep complete and accurate records of all activities as set out in these bid specifications. The City may also designate certain reporting requirement for the contractor to the City's designated debris monitoring contractor. The contractor will at all times cooperate with reporting requirements and requests from the City's designated debris monitoring contractor. Load tickets shall be used for all debris removal and disposal activities and daily reports shall be filed as set out herein.

1. Debris Removal Site Documentation: The debris removal services contractor shall document conditions at all debris removal locations prior to beginning work at the area. Documentation shall include photographs and/or video tape of the location. Additionally, the contractor shall document with photographs and/or video tape all items left at a debris removal location at the time the contractor leaves the area.
2. Load Tickets Information: The debris removal services contractor shall utilize load tickets for recording the cubic yard volume of debris removed from a debris removal location. Any item paid by weight shall indicate tare and gross weight for the load. Load tickets to be utilized shall be submitted to the City for approval prior to beginning work on a project. The load ticket shall be sequentially numbered with a minimum of four-parts and shall contain the following information:
 - a. Ticket Number
 - b. Contractor Name
 - c. Sub-Contractor Name
 - d. Date
 - e. Truck or Roll-off Number
 - f. Truck Capacity
 - g. Point of Debris Collection
 - h. Point of Debris Disposal
 - i. Loading Departure Time
 - j. Disposal Site Arrival Time

- k. Percent of Load
 - l. Actual Debris Volume
 - m. Debris Eligibility
 - n. Debris Classification
 - o. Tare and gross weight, where applicable
3. Load Ticket Distribution: Designated personnel from the City or debris monitoring services contractor shall distribute load tickets (paper or approved electronic equivalent) to the debris removal services contractor prior to transportation of debris from the debris removal location after verifying the hauler and equipment, type of debris to be collected, percentage of truck capacity, and the actual cubic yards of eligible debris. The original load ticket shall be retained by the City or debris monitor contractor at the primary debris management disposal site and the remaining copies shall be distributed as follows:
- a. One part to the City or debris removal monitor at the loading site
 - b. One part to the City or debris removal monitor at the debris management site/disposal site upon arrival of the hauling equipment
 - c. One part to the hauler when exiting the debris management site after unloading debris
4. Load Ticket Timing: All load tickets shall be submitted with the debris removal services contractor's daily report.
5. Other Daily Haul Record Reporting: The debris removal services contractor shall submit a daily report to the City throughout the length of the project utilizing the Daily Haul Record provided for that purpose. Each report shall contain, at a minimum, the following information:
- a. Contractor's Name and Contract Number
 - b. Daily and cumulative totals of debris hauled to each identified volume reduction site
 - c. Daily and cumulative totals of debris hauled to identified permitted landfills
 - d. Daily and cumulative totals of debris processed at a disposal site
 - e. Type of debris hauled.
6. Reconciliation: Discrepancies between the daily report and corresponding load tickets shall be reconciled no later than the following day after the discrepancy is identified.
7. Contractor will be subject to audit by federal, state, and local agencies, and will maintain all reports and electronic records associated with debris removal operations for at least three years.
8. Contractor will provide City and City's debris removal monitor daily dispatch plans for assets for the next 48 hours by 3:00 pm each day.

III. Qualifications and Requirements.

- A. The proposer must demonstrate in its proposal that the debris removal services it shall be capable of performing includes each of the services in compliance with all AEMA, FEMA, and FHWA guidelines and regulations and applicable federal law and regulations. The City recognizes that Proposer may be contracted for simultaneous performance of services in more than one city or county in the region at the same time

in response to a widespread local disaster. The successful proposer must demonstrate its capacity to fully meet the requirements of the City of Mobile in light of other removal commitments.

- B. Proposer shall demonstrate that it is experienced and knowledgeable in handling and executing disaster debris removal in compliance and consistent with the policies, publications, guidelines and regulations of the AEMA, FEMA, and FHWA and all applicable federal law and regulations in effect at the time of the work being performed. Throughout these specifications, any reference to FEMA shall also mean FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. The debris removal services contractor shall further demonstrate compliance with, including but not limited to, the following:
1. FEMA Public Assistance Program and Policy Guide (April 2018)
 2. FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
 3. Title 2 U.S. Code of Federal Regulations, Part 200
 4. 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
 5. 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
 6. Clean Air Act and Federal Water Pollution Control Act
 7. 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
 8. 31 U.S.C. § 1352 and 44C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended) Section 6002 Solid Waste Disposal Act
 9. 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts
 10. Emergency Relief Manual (Federal-Aid Highways) (May 2013) FEMA and Federal Requirements for Access to Records
 11. Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
 12. Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
 13. State of Alabama Administrative Regulations for Public Assistance for State Managed Events in Compliance with Alabama Act 2009-342.
- C. All proposers must hold general contractor's license as required by the General Contractors Licensure Board, holding a Major or appropriate Specialty Classification in Highways & Streets (HS) or Municipal & Utility (MU).
- D. Proposers must comply with applicable federal, state, county and municipal laws, regulations, resolutions and ordinances, including but not limited to, licensing, permitting, and taxation requirements. All proposers should be prepared to submit any additional evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Additionally, all proposers shall be prepared to provide proof that they are in compliance with the E-Verify requirements of Alabama's Immigration Law (Ala. Code § 31-13-1 et seq.).
- E. In addition to the compliance requirements above, the debris removal services contractor shall comply with requirements under 2 C.F.R. §200.321. The awarded contractor agrees, if subcontracts are to be let, to assure that minority businesses,

women's business enterprises and labor surplus area firms are used when possible. The affirmative steps must include:

1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the City of Mobile Supplier Diversity Manager, Small Business Administration, and the Minority Business Development Agency of the Department of Commerce

- F. Project Management and Work Forces: The debris removal services contractor shall provide all management, supervision, labor, materials, and equipment necessary for the efficient and effective removal, disposal and reduction of all eligible debris. This shall include, at a minimum, a project manager, an adequate number of workers acting under the direction of the project manager, and proper and sufficient equipment and materials to accomplish the functions of the contract. All workers, including contract workers, shall report to and work under the supervision of the project manager.
- G. Proposers must demonstrate the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. The debris removal services contractor may use contract labor for this function and is encouraged to employ local residents and subcontractors in the City. However, the proposer shall document in his or her proposal that his or her company can, through the use of company personnel and equipment, remove at least 30% of debris utilizing the proposer's own equipment and personnel within the 180 day time frame for completion of the project.
- H. Project Manager: The contractor shall have a project manager assigned to the City at the time of contract activation and shall provide the City with adequate contact information regarding this person in its initial response to the Notice to Proceed. The proposer must demonstrate in his or her proposal that he or she will be able to assign a project manager to the City at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein. The project manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA, FEMA, and FHWA related issues.
- I. Proposers must be eligible to receive federal contract awards in accordance with the federal General Services Administration System for Award Management (SAM), and must not be on the SAM exclusion list.

- J. As this work is anticipated to be awarded and completed in accordance with requirements applicable for federal government disaster assistance, certain federal government requirements are applicable to this solicitation and award. Those terms are found in **Exhibit C** to this RFP, and are meant to be inclusive of and fully compliant with all federal requirements now, and in effect during the duration of any contract award and performance period. Substantial changes in federal requirements are understood by the City and proposers to be a potential factor that may require change in City or contractor performance. Proposers are expected to retain continuing compliance with federal performance expectations.

IV. **Bonding and Insurance.** All proposers shall provide adequate documentation to demonstrate ability to satisfy the following requirements related to insurance, bonding, and payment of liquidated damages:

- A. **General and Professional Liability Insurance:** The debris removal services contractor shall maintain such general and professional liability insurance as will protect the contractor and the City from any claims for workmen's compensation and from claims for damage and/or personal injury, including death, which may arise from operations under the contract. Such insurance shall also cover any financial loss to the City as a result of the denial of AEMA, FEMA, and FHWA reimbursement due to the errors and/or negligence of the debris removal services contractor. Such insurance shall be written by companies authorized to do business in Alabama. The contractor will be required to present evidence of such coverage naming the City as an additional insured, upon receipt of a Notice to Proceed. Proof of insurance with the following minimum coverage shall be included with each proposal submitted by the debris removal services contractor

1. General Liability:

- a. \$1,000,000 - Bodily injury and property damage combined occurrence
- b. \$1,000,000 - Bodily injury and property damage combined aggregate
- c. \$1,000,000 - Personal injury aggregate

2. Automobile Liability:

- a. \$1,000,000 - Bodily injury and property damage combined coverage
- b. Any automobile including hired and non-owned vehicles

3. Statutory Workers Compensation as required under Alabama law

4. Employers Liability: \$1,000,000 - Limit each occurrence

5. Umbrella Coverage:

- a. \$2,000,000 - Each occurrence
- b. \$2,000,000 - Aggregate

- B. **Payment and Performance Bond:** No bid, performance, or labor and materials bond are required for proposal or contract award. The debris removal services contractor may be required, at the City's sole discretion, to execute payment and performance bonds equal to 100% of the estimated cost of a project upon receipt of a Notice to Proceed. The project cost estimate will be agreed upon between the City and contractor in the contractor's initial work plan as required in **Section II.J.** of this RFP. All bidders shall include in their proposal proof of ability to secure such payment and

performance bond as evidenced by letter of credit from a bank in the state of Alabama holding deposits for the bidder's company or a statement from a surety company satisfactory to demonstrate the bidder's ability to secure such bond in the event required due to activation by the City.

- V. **Pricing and Payment Procedures:** Proposers shall include a pricing schedule on the attached Proposal Submittal Form based on all categories of work.
- A. Except where otherwise specifically provided, all pricing will be unit pricing. Some bid items or activities will have special rules as set out below:
1. The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor.
 2. Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal.
 3. The quoted price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway (for example, for C&D material collected from a canal, the collection would be measured in cubic yards and paid for under the bid schedule item for Waterway Debris Removal. The disposal of the C&D material would then be processed and paid for under the Removal and Disposal of Eligible C&D debris to an eligible Landfill, per ton.)
 4. Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction & Demolition Debris Removal
 5. Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris
 6. Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid at the unit price for open burning
 7. Removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for Freon Recovery and Recycling.
 8. Pricing for the listed items will include equipment and labor. If additional work is required outside of the items specified, unit rates for equipment will be set at the lower of the current year FEMA Schedule of Equipment Rates (if established) or Equipment Rental Rate Blue Book (Cost Recovery) in effect at the time the work is performed.
 9. Other work not already pre-priced or included in the task descriptions in this RFP may be approved in advance at agreed upon rates or task pricing.
- B. Additionally, as noted throughout these specifications, the successful debris removal services contractor shall be responsible for the payment of all permits, landfill fees, equipment rental fees, and any other costs required to perform the services included in these bid specifications. Landfill disposal fees incurred by the contractor must be pre-approved by the City and may be billed to the City by the contractor as a pass-through cost, without mark-up. All such costs shall be considered in establishing the prices submitted.

- C. The City shall determine at the outset of the contract when the billing cycle for contract payments will begin – either on the contract activation date or date of disaster declaration. The debris removal services contractor shall be expected to mobilize and sustain its workforce for a period of 90 days prior to any reimbursement. The City may agree to reimburse the debris removal services contractor within a shorter time frame, but shall not be contractually required to make any payments in less than 90 days. After the initial 90-day period expires, the contractor shall be entitled to payment for the first 30 days of work performed by the contractor after the Notice to Proceed provided the contractor has satisfactorily performed the functions required under the contract. The City shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:
1. Notice to Proceed
 2. Debris removal services contractor reports within 24 hours of notice
 3. Debris removal services contractor submits bill to City for first 30-day period within one week of the end of the first 30-day period with same procedure for subsequent 30-day periods during the project
 4. At the end of the third 30-day period, the City remits payment for the first 30 day period if satisfactory work has been performed
 5. Process continues until work is completed and all payments have been made.
- D. Payment for work completed may be invoiced on a monthly basis after the initial 90-day period from issuance of the Notice to Proceed. Invoices shall be based on reconciled load tickets from the daily reports. All payments will be based on unit pricing submitted by the contractor.
- E. The debris removal services contractor shall be expected to work diligently and efficiently to complete the debris removal and disposal project in the shortest time possible. The City may withhold payments not to exceed 10% of the project value when satisfactory progress has not been achieved by the contractor during any period for which a payment is due. Additionally, the City shall recover from the contractor any delay costs caused by the acts or omissions of the contractor or his or her agents.
- F. The City may also withhold payment or final payment for reasons including, but not limited to the following:
1. unsatisfactory job performance or progress (to include non-FEMA-reimbursable work performance in non-conformance with FEMA requirements),
 2. defective or disputed work,
 3. failure to comply with material provisions of the contract,
 4. third party claims filed,
 5. damage to the City's right of way or other City-maintained properties, or
 6. reasonable evidence that a claim will be filed
- G. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 90 days of the certification of completion of the project by the City, provided the debris removal services contractor has filed all contractually required

documents and certifications, including acceptable evidence of the satisfaction of all claims or liens.

- VI. **Term.** This shall be a three (3) year contract utilized on an “as needed” basis, with the option upon agreement by both parties to extend for three additional one-year periods, under the original terms and conditions, except that performance rates may be adjusted after the initial three-year period, upon mutual agreement of the City and contractor, to reflect the change in the Consumer Price Index published by the US Department of Labor, Bureau of Labor Statistics.

VII. **Selection**

- A. Proposals will be reviewed and ranged by a City-appointed evaluation committee. Those firms short-listed may be selected for interviews and shall be prepared to make a scheduled presentation to a pre-appointed evaluation committee or City Official.
- B. The City reserves the right to reject any and all proposals, to waive technicalities or formalities, to make an award to the firm whose proposal is the most advantageous to the City, and to make its selection on the basis of the original proposal, without negotiation with any proposer.
- C. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the Evaluation Selection Committee, in its sole discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Evaluation Committee reserves the right to reject any or all proposals.
- D. **Cone of Silence.** From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

VIII. **Submission Requirements**

- A. Submit Three (3) signed paper copies and one electronic copy of your proposal in a sealed envelope marked “Response to RFP Disaster Debris Removal.”
- B. Submission Deadline and Location: Proposals are due by **4:00 p.m, local time, on April 3, 2025**, by mail to:

City of Mobile Procurement Department,
PO Box 1948
Mobile, AL 36633

or by delivery to:

City of Mobile Procurement Department
205 Government Street, Room 408S
Mobile, Alabama 36644.

- C. Questions regarding this RFP may be submitted to Purchasing@CityofMobile.org not later than 4:00 p.m., local time on March 25, 2025.
- D. Submission Items: Please include the following in your submission:
1. Completed Proposal Submittal Form with Pricing. Please indicate that you will use equipment pricing at the lower of the then current FEMA Schedule of Equipment Rates or the then current Rental Rate Blue Book.
 2. Narrative summary of the Proposer's Qualifications to meet the City's objectives and to perform the tasks listed in the proposal. This shall include:
 - a. Proposer information, including size, business lines, licenses (relevant contractors and business), and locations.
 - b. Resources, to include equipment, financial stability, insurance, and bonding capacity. Please include evidence of current insurance coverage
 - c. Key personnel and their relevant qualifications.
 3. Narrative summary of the Proposer's Experience and Performance. This shall include:
 - a. Previous similar debris removal responses over 1 million cubic yards of debris within the last five years, including descriptions of work performed and special challenges and accomplishments.
 - b. List of 3 references from representative customer communities in these responses.
 4. Description of Proposer's Plan and Approach to completing the City's requirements.

IX. Limitations

- A. This request for proposals does not commit the City to the award of a contract, or to pay any costs incurred in the preparation for a response to this request.
- B. The City may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.

- C. The City reserves the right in its sole discretion to reject any or all proposals, to waive informalities, to request additional information, to make multiple contract awards, and to award a contract deemed most advantageous for the City.

X. Criteria for Evaluation and Award

- A. The successful Proposer will be selected based upon the best response offered to the City. Proposers may be requested to give an oral presentation after submission of responses, should the City find it necessary to fairly evaluate proposals.
- B. Submitted proposals will be evaluated and scored on the following Criteria:

Criteria	Points Assigned
Price Proposal	30
Qualifications- to include financial and equipment resources, excessive litigation	20
Experience and Performance – to include references, regional familiarity, history of use of DBE subcontractors, prompt payment history with subcontractors	25
Approach to Meeting Specifications – to include mobilization, planning, efficiency, transparency, effectiveness	25
Total Points	100

- C. The City will intend to enter into a contract with the selected vendor(s), incorporating the performance provisions of this RFP. A template services contract is provided as Exhibit B.

XI. Protests.

- A. Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of Proposals, or by email to Purchasing@CityofMobile.org. RFPs may be protested as solicited or as awarded.
- B. A protest of a proposal solicitation process shall be filed and received by the City individual before the proposal due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state

law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid.

- C. Protests of proposal award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:
1. The name, address, and telephone number of the protestor;
 2. The signature of the protestor or an authorized representative of the protestor;
 3. Identification of the bid being protested;
 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 5. The form of relief requested
 6. The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.
- D. Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing.

Exhibit A: Proposal Submittal Form
(Proposer may adjust or recreate form as necessary)

Company Name: _____

Address: _____

Alabama General Contractor License Number: _____
(Attach copy of License)

Submitted by: _____
(Name of Company Representative)

Title: _____

E-mail address: _____

Phone: _____

Fax: _____

Signature: _____

By initialing beside each item set out below and signing this Proposal Submission Form, the proposer affirms that proposer understands the pricing requirements acknowledges that each of the following was taken into account in determining the quoted prices:

_____ The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor.

_____ Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal

_____ The price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway

_____ Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction and Demolition Debris Removal

_____ Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris

_____ Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid at the unit price for open burning

- _____ Removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for freon recovery and recycling
- _____ Contractor will be responsible for all equipment rental and landfill and permit fees required. Landfill disposal fees incurred by the contractor must be pre-approved by the City and may be billed to the City by the contractor as a pass-through cost, without mark-up
- _____ Pricing for the listed items will include equipment and labor. If additional work is required outside of the items specified, unit rates for equipment will be set at the lower of the current year FEMA Schedule of Equipment Rates (if established) or Equipment Rental Rate Blue Book (Cost Recovery) in effect at the time the work is performed.
- _____ The prices quoted will be fixed for the initial three-year term, but may be adjusted at the beginning of the first one-year renewal term, if renewed at the consent of both parties, to reflect the change in the Consumer Price Index as published by U.S. Department of Labor, Bureau of Labor Statistics.

Please indicate in your Proposal **submission any exceptions, clarifications, or conditions to the City's RFP specifications.**

Proposal Pricing Table

ITEM	DESCRIPTION	Unit of Measure	Unit Price
001 A	Removal and Disposal of Eligible Vegetative Debris at Debris Management Site (see note no. 1) Haul Range – 0-15.9 miles	Cubic Yard	
B	Haul Range over 16 miles	Cubic Yard	
002 A	Removal and Disposal of Eligible Construction and Demolition (C&D) debris to approved Landfill (see note no. 1)	Per Ton	
B	Above C&D – Cu Yd rate	Cubic Yard	
003	Air Curtain Burning Vegetative Debris At Debris management site and haul out (Including cost of Ash Removal & Disposal)	Cubic Yard	
004	Chipping or Grinding Debris at debris management site and haul out (Including cost of Reduced Debris Removal & Disposal)	Cubic Yard	
005 A	Stump Extraction and fill dirt for stump holes after removal (see note no. 2) Diameter 24" – 36.9"	Each Stump	
B	Diameter – 37" to 48.9"	Each Stump	
C	Diameter – larger than 48.9"	Each Stump	
006 A	Flush Cutting Hazardous Trees (see notes no. 3 and 4) 6" – 12.9" diameter	Each Tree	
B	13" – 24.9" diameter	Each Tree	
C	25" – 36.9" diameter	Each Tree	
D	37" – 48.9 " diameter	Each Tree	

E	Greater than 49" diameter	Each Tree	
007	Trees with Hazardous Hanging Limbs (2" diameter limbs and up) Hazardous hanging limb removal. Place in ROW as Vegetative Debris.	Each Tree	
008	Freon Recovery and Recycling	Each Unit	
009	Pick up and Disposal of "White Goods"	Each Unit	
010	Dead Animal Collection, Transport and Disposal	Per Pound	
011	Electronic Waste	Each Unit	
012	Household Hazardous Waste (HHW) HHW Removal and Disposal	Per Pound	
013 A	Waterway Debris Removal – Land-Based	Cubic Yard	
B	Waterway Debris Removal _ Water-Based	Cubic Yard	
014	Sand and Silt Removal	Cubic Yard	
015 A	Vehicle Removal – car/light truck	Each	
B	Vehicle Removal – medium/heavy duty truck	Each	
016	Vessel Removal (Land)	Linear Foot	
017	Vessel Removal (Marine)	Linear Foot	
018	Biowaste Removal	Per Pound	

019	Markup if Line Clearance Certification Required for Tree / Limb Removals	Percentage markup over Line 6 and 7 base pricing	
020	Emergency Push Operations Crew – 1 Rubber tire loader or skid steer with operator, 1 Foreman with truck, 2 skilled laborers with saws	Per Crew Per Hour	

Note No. 1: Haul distances shall be calculated using a straight-line distance from the loading area to the nearest approved reduction site or landfill. Landfill expenses will be a “pass-through” charge to the City, to be paid by City directly to the landfill operator.

Note No. 2: Stump/tree diameter measured 2 feet up from ground line.

Note No. 3: Flush cutting is defined as level to the ground line. Price is to cut tree and place cut tree pieces in right of way for separate collection and disposal as vegetative debris.

Note No. 4: Tree diameter measured 4.5 feet up from ground line

EXHIBIT C

Additional Federal Terms and Conditions

1. **FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds, including Federal Emergency Management Agency (FEMA) financial assistance. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. The terms “Bid,” and “Bidder,” include Request for Proposals or Qualifications, and a Respondent to any such Request.

2. **LOCAL VENDOR PREFERENCE.** No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s 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).

(b) 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.

(c) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) 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.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) **Immediate Termination** - This contract award is subject to the appropriation and availability of City funding. It will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the contract, which determination is at the City’s sole discretion

and shall be conclusive. Further, the City may terminate the contract award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or “contractor”) shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) 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.

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

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

(viii) The contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the City and understands and agrees that City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(b) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

9. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No 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 on his or her behalf 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;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) Contractor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS

(a). *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

(a) Overtime requirements. i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;*
- (ii) Meeting contract performance requirements; or*
- (iii) At a reasonable price.*

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. ACCESS TO RECORDS

(a) The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(d) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. 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.

14. FEDERAL GOVERNMENT OBLIGATION

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.

15. FRAUDULENT ACTS AND STATEMENTS

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