

**CITY OF BILOXI  
SPECIFICATIONS  
FOR**

**CONTRACT FOR OIL POLLUTION  
PROTECTION AND REMOVAL  
IN RESPONSE TO THE  
BRITISH PETROLEUM DEEPWATER HORIZON OIL SPILL**

Prepared by:  
*City of Biloxi*  
Engineering Division

**June 2010**

Set No. \_\_\_\_\_



**PREAMBLE**

This contract is intended to have Contractors protect the waters of the City of Biloxi from the oncoming oil and remove/dispose of oil that does migrate into the waters, wetlands, beaches, and/or lands within the limits of the City of Biloxi due to the British Petroleum (BP) Deepwater Horizon Oil Spill that is not being removed by the efforts of BP or their contractors. The clean up work performed under this Contract shall be in accordance with the City of Biloxi Sub-Area Contingency Plan.

The City will pre-qualify contractors and define boundaries within the City for the pre-qualified contractor(s). List references in the bid package (with contact information) that can attest to the past performances on similar projects as described in the Scope of Work. To qualify for this project, the contractor must have performed at least one marine oil spill remediation contract that includes work with shoreline remediation within the last 5 years. Since this is a pre-event contract, conditions may present themselves such that no work assignments may be issued from this contract dependent upon the clean up efforts by BP. The work performed under this contract will be in addition to efforts put forth by BP and its contractors and subcontractors and Contractor may be required to work in conjunction with BP, it's contractors and subcontractors.

A performance bond will be required that will be surrendered within 48 hours of Notice to Proceed, if the contractor has not mobilized equipment and begun performance of this contract.

**CONTRACT FOR OIL POLLUTION  
PROTECTION AND REMOVAL IN RESPONSE TO THE  
BRITISH PETROLEUM DEEPWATER HORIZON OIL SPILL**

This contract is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Biloxi, Mississippi, a municipal corporation (hereinafter "City"), and \_\_\_\_\_, (hereinafter "Contractor"). WITNESSETH:

WHEREAS, in order to be prepared to respond in the most timely manner possible to protect the City from hazardous substances and/or remove hazardous substances in the water and/or shoreline related to the BP oil spill that presents a threat to the public health, the health of the environment, the safety of the community, and/or public property in those areas determined by the

City of Biloxi as not being immediately addressed by BP, it is necessary to engage the services of a contractor prior to the actual arrival of the oil spill in the waters of the City of Biloxi.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the mutual promises and covenants made, as well as the benefits derived hereby, the receipt and sufficiency of all of which is hereby acknowledged by both City and Contractor, it is hereby agreed as follows:

1. **PURPOSE:** The purpose of this contract is to pre-qualify oil spill remediation contractors to provide assistance in protection from and removal of oil contamination in areas determined by the City of Biloxi as a result of the BP Deepwater Horizon Oil Spill disaster. In the event that either the oil spill does not reach the waters of the City of Biloxi or that BP effectively works to remove oil pollution within the City limits, the pre-qualified contractor may not get any work assignments out of this contract. The severity of the disaster will dictate the level of cleanup necessary. This contract is also effectuated into under the provisions of Section 33-15-17, Mississippi Code of 1972, and pursuant to any applicable Governor's Declaration of Disaster as provided by Section 33-15-31, Mississippi Code of 1972, as well as any applicable President's Declaration of Disaster.

2. **SERVICES OF CONTRACTOR:**

(a) Contractor shall be fully responsible for protecting the waters and property of the City of Biloxi from the oil spill and also for removing oil and/or other hazardous substances generated from the BP Deepwater Horizon Oil Spill from the waterways, harbors, piers, boat launches, storm drain outfalls, shorelines and natural outfalls in areas determined by the City of Biloxi. This work shall include the protection from and removal of the hazardous substances from the locations determined by the City, including deployment of any protective measures, on-site temporary storage (if necessary), transportation, and permanent disposal of all hazardous materials produced in those locations assigned by the City of Biloxi.

(b) All hazardous material either collected or generated by this contract shall be disposed of in a manner approved by the federal Environmental Protection Agency and the Mississippi Department of Environmental Quality. Contractor shall have all permits and approvals from all local, state and federal agencies to store, haul and dispose of these hazardous materials. Contractor shall provide the City with a copy of those permits, including the approved permit of the disposal site. Contractor shall be responsible for ensuring that any temporary storage facility that contains

hazardous materials is properly sealed and labeled as such. Contractor represents that it is familiar with all federal, state, and local ordinances, laws, rules, and regulations with respect to hazardous material cleanup, transportation, and disposal.

(c) Contractor is responsible for coordinating with the City temporary staging areas. All staging areas shall be approved by the City prior to mobilization. It shall be the responsibility of the Contractor to provide their own jobsite trailer, if needed, and employees with portable restroom facilities at each staging area. In the event of an approaching tropical storm, hurricane, etc. the Contractor shall prepare the jobsite by removing any materials, equipment, etc. This includes removal of the jobsite trailer. The Contractor shall absorb any costs associated with preparations for an approaching storm or hurricane.

(d) The Contractor shall understand that the City intends to allow BP to perform the majority of the clean up efforts and that this contract will be used to assist BP in the clean up of any areas determined by the City to be critical.

(e) The City reserves the right to change the location assignments, either by increase or decrease, assigned to the contract. The contractor shall also be aware that this work will be accomplished concurrently with the cleanup efforts being coordinated by BP and some of the work under this contract may have to be coordinated with contractors hired by BP. The contractor is responsible for protecting those oil spill prevention devices (booms) currently in place from damage during the clean up efforts and ensuring those devices remain in place and intact, unless directed otherwise in writing by the City. The Contractor may not enter private property to remove any oil, unless authorized by the City in writing.

(f) When a load of eligible hazardous materials is loaded into a truck, a representative of the City (whether a City employee or a subcontractor engaged to perform monitoring services) must be present to provide a load ticket to the driver. The load ticket shall contain such information which may be required to comply with the British Petroleum Deepwater Horizon Oil Spill Block Grant or any other agency providing reimbursement to the City for the cleanup measures, including but not limited to: a ticket number; date; contractor name; truck number; truck capacity; point of hazardous waste collection; loading departure time; dump arrival time; and actual waste volume.

## **GENERAL INFORMATION**

(a) Contractor shall be responsible for determining and complying with all applicable federal, state, and local laws and regulations pertaining to hazardous waste clean up, storage, transportation, and disposal.

(b) If Contractor is classified through the U.S. Coast Guard Oil Spill Removal Organization Classification Program (ORSO), the classification may be requested to assess the bids. Being that the ORSO program is voluntary, participation in the program is not required for this contract but may be used by the City of Biloxi in determining the capability of the Contractor to respond to the oil spill.

(c) Contractor shall operate during daylight hours coordinating with disposal site, unless otherwise directed by the City of Biloxi.

(d) Contractor shall be responsible for establishing and coordinating hazardous waste deliveries with the designated disposal facility.

(e) Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the labor, tools, equipment, transportation, permits, and pay for all disposal site dumping fees and perform all other work required for the removal of all oil, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

(f) Contractor shall be responsible for the conduct and action of all its employees and its subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

(g) Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable federal, state or local regulations.

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

(i) Contractor shall take care not to damage any public or private property or land. It shall be the responsibility of the Contractor to repair or replace any damages incurred due to the acts of the Contractor or its subcontractors, including any damage to any existing oil prevention methods either currently in place or installed by other Contractors or by BP.

(j) At all times and under all conditions Contractor and all subcontractors shall be independent Contractors and shall not represent themselves in any way as agents of the City. As independent contractors, Contractor and all subcontractors are not entitled to any City employment benefits.

**3. EQUIPMENT AND PERSONNEL:**

(a) All tools, equipment, boats, and vehicles utilized in the performance of this Contract must be in compliance with all applicable federal, state, and local rules and regulations, and are subject to the approval of the City. All vehicles and vessels used to haul hazardous debris must meet all applicable rules and regulations. All vehicles and vessels carrying hazardous materials debris must be configured to prevent material from inadvertently falling out or leaking out of the truck during transportation to the disposal site. All equipment shall be subject to inspection by the City prior to their use and at all times during this Contract.

(b) Contractor shall be responsible for providing protective gear and equipment and proper training to its subcontractors and employees and for ensuring proper use during the duration of this Contract.

(c) Contractor is responsible for determining and complying with all applicable requirements for securing loads while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property, public infrastructure, or the environment.

(d) Contractor shall operate in accordance with all Mississippi Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of hazardous materials over roadways. Contractor shall be responsible for control of pedestrian, vehicular, and boat traffic in the work area.

(e) No vehicles, boats or equipment shall be located on public property or public rights of way within the City without prior approval of the City.

(f) Both the City and Contractor will designate a specific person identified by name, address, phone number, and means of immediate communication access (cell phone) who shall be the contact person throughout the term of this Contract as the agent of the City and Contractor, respectively. City and Contractor will immediately notify the other, telephonically, with a follow-up written confirmation within twenty-four (24) hours of any change in this designation. Such person shall be immediately available at all times during the performance of this Contract.

(g) Any personnel and equipment designated by Contractor to be utilized in the performance of the Contract shall not be utilized elsewhere or released in any way, fashion, or form for the duration of the contract unless approved in writing by the City.

(h) Contractor must have ownership or hold a current lease of the equipment listed in the bidders proposal, or identify the intended subcontractor and certify that the subcontractor owns or leases the equipment at the time of the bid.

**4. TIME:**

(a) This contract will be an annual contract with up to two one-year renewals to cover a 3 year period from the issuance of the Notice of Award. Individual work assignments will be provided for a defined duration based on the magnitude of the oil spill once it reaches the shores of the City of Biloxi, and the clean up efforts put forth by BP.

(b) The City will initiate work assignments and can issue additions or deletions to the Contract by written change orders, in its sole discretion, until the Contract is terminated as provided herein.

(c) In accordance with applicable federal, state, and local law, the Parties will equitably negotiate subsequent changes in completion time.

**5. PAYMENT AND MEASUREMENT**

(a) Payment shall be on a schedule as defined in the Contractor Bidder's Schedule. Contract renewals will include an annual adjustment to the Contractor Bidder's Schedule based on the Consumer Price Index All Urban Consumers (CPI-U) US City Average for All Items, as defined and published by the US Department of Labor.

(b) Contractor shall not invoice the City more frequently than once a month.

(c) Contractor shall not be paid to handle, process, or dispose of debris or hazardous materials that are unrelated to the specific work assignment.

(d) All payments made to the Contractor shall be subject to a 5% retainage and will be retained for ninety (90) days after the completion of all contract work to insure against timely completion of the project and/or undiscovered damage to public or private property.

**6. LIABILITY AND INDEMNITY:**

(a) Contractor shall be responsible for all damages and all liability to both parties and private property in the performance of its duties under the Contract, and shall report such damages to the City of Biloxi as soon as possible.

(b) Contractor does further indemnify and save harmless the City, its officers, agents, representatives, engineers, monitors, employees, and attorneys from and against any and all losses and claims, demands, payments, suits, actions, and judgments of every kind, including, without limitation, attorneys fees, and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents, or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

(c) Contractor acknowledges that there are health and safety risks inherent in performing the work required under this contract, and certifies that it has the equipment and expertise to keep its employee, agents, representatives, contractors, and sub-contractors, as well as all of the employees, agents, and representatives of said entities, reasonably safe in accordance with industry standards. Contractor further certifies that it accepts the risks inherent in the type of work required in the Scope of Work of this agreement, and that it has informed, will inform, or will cause to be informed, all of its employees, agents, representatives, contractors, and subcontractors, as well as all of the employees, agents, and representatives of said entities, of any and all risks they will be exposed to in performing any duty or task relating to this agreement.

**7. INSURANCE**

(a) Contractor shall maintain general liability insurance which shall remain in full force and effect throughout the term of the Contract, and any extension hereof in an amount of not less than **\$3,000,000**. Such insurance shall cover all operations under the Contract, whether such operations are by Contractor, or by any subcontractor or by anyone directly or indirectly employed by any of them or for whose acts of them may be legally liable.

(b) Contractor shall maintain in full force and effect throughout the term of the Contract, and any extension hereof, statutory worker's compensation insurance for all employees, including those of any subcontractor, utilized in the performance of the Contract.



(c) Contractor shall maintain in full force for and effect throughout the term of the Contract automobile liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned, and leased vehicles.

(d) Contractor shall maintain in full force and effect throughout the term of the Contract a contract bond or bonds in a sum equal to the full amount of the contract. In the event of award of a joint bid, each individual, partnership, firm or corporation shall assume jointly the full obligations under the contract and contract bond. The form of the bond(s) shall be that provided by or acceptable to the Department. The bond(s) shall be negotiated for, procured from and the premium paid to a qualified surety agent as listed below. The bonds may be made by any surety company which is authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties, or such bonds may be guaranteed by a personal surety as otherwise provided for in the Mississippi Code of 1972 as referenced below. The bond shall be signed or countersigned by a qualified surety agent and also bear the signature of an "attorney-in-fact" of the surety. (Reference is made to Section 31-5-51 et seq of the Mississippi Code of 1972, Annotated, and other State statutes applicable thereto). Except as otherwise provided herein, for a personal surety, no surety or surety company shall be allowed to guarantee or write bonds for construction, alteration or repair of a public building or for public work, unless that surety is listed on the United States Treasury Department's list of acceptable sureties.

(e) Contractor shall submit renewal certificates to the City upon annual contract renewals as proof of continued coverage for all required insurance and bonds.

## **8. TERMINATION**

The Contractor may terminate this Contract upon sixty (60) days written notice to the City, provided, however, that during such sixty (60) days (or until earlier release by the City), Contractor shall continue to diligently perform all of its duties hereunder. The City may cancel this Contract at any time for any reason with or without cause, upon written notice to the Contractor. Contractor understands and accepts that any or all of the oil pollution clean up services undertaken by the City may be pre-empted, replaced, or performed by state, federal, local or other private efforts funded by BP or its subcontractors, and that this contract will be in place to assist BP in its efforts of the BP Deepwater Horizon Oil Spill. The Contractor understands that the City intends to allow BP to perform the majority of the clean up efforts and that this contract will be used to assist BP in the

clean up in critical City of Biloxi Facilities. Since this is a pre-event contract, conditions and situations may present themselves such that no work assignments are issued from this contract.

**9. MISCELLANEOUS:**

(a) Contractor shall make every effort to utilize and employ local subcontractors, equipment rental, supplies, and other locally available resources. The City reserves the right to accept or reject, in its sole discretion, proposed subcontractors. Contractor may not use any subcontractor rejected by the City.

(b) Contractor shall comply with all federal, state, and local laws, rules, ordinances, regulations, regarding non-discriminatory hiring with regard to race, creed, color, national origin, or handicap, including but not limited to those listed in the Sub-Grant Agreement between the City of Biloxi and the Mississippi Department of Marine Resources, a copy of which is attached to this agreement.

(c) The City reserves the right to award contracts to multiple companies. The City reserves the right to delete from the Scope any portion of work following the award of the Contract to the successful bidder, while requiring the Contractor to continue on other aspects of the Scope, dependent upon the clean up efforts being demonstrated by BP.

(d) The City reserves the right to award portions of work to separate contractors. One Contractor may be awarded any one (or more) individual bid items within this Scope.

(e) Contractor shall comply with the federal, state, and local requirements regarding minority business enterprise (MBE) in the procurement of goods, equipment, or services and shall insure that all sub-contracting, competitive, and equitable bidding opportunities are following in order to afford such minority business enterprise participation.

(f) Contractor shall cooperate fully with City for City to obtain the maximum amount of reimbursement from BP Deepwater Horizon Oil Spill Block Grant or any other state or federal agency offering reimbursement.

(g) City shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include but it not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours.

(h) Any environmental samples, analyses, or remediation actions required as a result of Contractor's equipment, operations, or activities shall be the full responsibility of the Contractor.

(i) All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of Mississippi, and in the event of a conflict that cannot be resolved, suit will be filed in the appropriate state court in Harrison County, Mississippi.

(j) This Contract is governmental in nature for the benefit of the general public of the City and the City does not therefore waive the provisions of its sovereign immunity or its protection under the laws of the State of Mississippi.

(k) If any provision, section, subsection, paragraph, sentence, clause, phrase, or portion of this Contract, or the documents incorporated herein is for any reason held invalid, unlawful, or unconstitutional by the Court identified herein, it shall not affect the remainder of the validity hereof provided such Contract is not so reduced by such holding as to render it invalid.

(l) This Contract may not be amended, altered or changed, except upon written agreement executed by the duly authorized representative of the Contractor and by the governing authority of the City. This Contract is subject to the review of the Federal Emergency Management (FEMA) and the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Environmental Quality (MDEQ), United States Environmental Protection Agency (EPA), Mississippi Department of Marine Resources (DMR), and British Petroleum (BP).

(m) This Contract shall not be assigned without the prior written consent of the City.

(n) This Contract shall be binding upon the heirs, successors, assigns (if any), agents, officials, employees, independent contractors, and subcontractors of the parties.

(o) The Contract documents which comprise and supplement the Contract between the City and the Contractor consists of the following documents, which documents are made a part of this Contract as fully as if disclosed and written at length and made a part hereof:

- (1) This Contract;
- (2) Any Exhibits to this Contract;
- (3) Contractor's Bid and Bonds;
- (4) Notice of Award;
- (5) Notice to Bidders;
- (6) Bid Specifications and General Requirements;
- (7) Any modifications, including change order, duly delivered after execution of this
- (8) Contract;
- (9) Notice to Proceed

(10) Sub-Grant Agreement between the City of Biloxi and the Mississippi  
Department of Marine Resources; and  
(11) City of Biloxi Sub-Area Contingency Plan.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute and original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

CONTRACTOR

CITY OF BILOXI, MISSISSIPPI

By: \_\_\_\_\_

By: \_\_\_\_\_  
A.J. Holloway, Its Mayor

Its \_\_\_\_\_

Attest: \_\_\_\_\_  
Municipal Clerk

## **BIDDERS SCHEDULE**

### **FOR CLEAN UP RELATED TO THE BP DEEPWATER HORIZON OIL SPILL**

There is no guarantee that any work assignments will be issued under this contract. The quantities listed are only for the purpose of comparing proposals. There will be no adjustment of unit prices based on the quantity of work completed. Annual adjustments will be conducted if contract is renewed, based on Consumer Price Index Urban Consumers (CPI-U) US City Average for all items.

**All items must be bid by Contractor, or bid will be considered Non-conforming.**

**BIDDERS PROPOSAL**  
**CONTRACT FOR OIL POLLUTION REMOVAL**  
**IN RESPONSE TO THE**  
**BRITISH PETROLEUM DEEPWATER HORIZON OIL SPILL**

DATE: \_\_\_\_\_

PROPOSAL OF: \_\_\_\_\_  
(name of bidder)

\_\_\_\_\_  
(address of bidder)

For CONTRACT FOR OIL POLLUTION REMOVAL IN RESPONSE TO THE BRITISH PETROLEUM DEEPWATER HORIZON OIL SPILL in the CITY OF BILOXI, MISSISSIPPI.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Technical Specifications, and all supplements, amendments and addenda for this Project and are made a part hereof by reference. Selection will be based on the evaluation of the lowest and best bid, as provided by the information and prices and available equipment listed in the Bidder's Proposal. The City reserves the right to reject any and all bids and to waive any informality in the proposal accepted.

**TO: The CITY OF BILOXI**  
**140 Lameuse Street**  
**P.O. Box 429**  
**Biloxi, Mississippi 39533**

TO WHOM IT MAY CONCERN:

The following proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm, or corporation.

I (We), the undersigned Bidder(s) certify that I (we) are fully aware that I (we) may be called upon to do work within the City and that the conditions shall be site specific as far as locations of utilities. I (we) also understand that each work site shall have its own unique hazards, difficulties, transportation and other factors affecting the work required at each site.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Technical Specifications, General Conditions, Supplementary Conditions and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools, and other means of construction and will do all Work called for within the specified Contract Time. I (we) certify that the Contractor and/or Subcontractors listed as part of this bid are not on the Federal Debarred Contractors list. Contractors will be required to submit a 100% Payment and Performance Bond with each work assignment issued. The City Engineer will provide an estimate of work to be completed for each work assignment and calculate the approximate value of the work assignment, based on the Contractor

pricing submitted in the proposal. This is the value of the bonding that the Contractor will provide for each work assignment, based on the Engineer estimate. There are no guarantees that the work assignments will generate that volume of work or payment to the Contractor, as it is used for the basis on bonding each work assignment.

The following is my (our) itemized proposal for CONTRACT FOR OIL POLLUTION REMOVAL IN RESPONSE TO THE BRITISH PETROLEUM DEEPWATER HORIZON OIL SPILL in the CITY OF BILOXI, MISSISSIPPI.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

\_\_\_\_\_ Respectfully Submitted,

\_\_\_\_\_  
Contractor(s)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SCHEDULE OF CONTRACT ITEMS**  
(attach additional sheets if necessary)

**40 Hour OSHA HAZWOPER Trained Personnel**

Title	Number	Hourly Rate
Supervisor		
Foreman		
Equipment Operator		
Field Technician		

**Vessels & Marine Support Equipment**

Item Description	Location of Equipment	Detailed Description (Capacity/Size/Manufacturers/Features)	# of Units	Hourly Rate

**Motor Vehicles & Vacuum Equipment**

Item Description	Location of Equipment	Detailed Description (Capacity/Size/Manufacturers/Features)	# of Units	Hourly Rate



**Pumps and Pressure Equipment**

Item Description	Location of Equipment	Detailed Description (Capacity/Size/Manufacturers/Features)	# of Units	Hourly Rate

**Oil Spill Containment/Absorbent Booms**

Item Description	Location of Equipment	Detailed Description (Capacity/Size/Manufacturers/Features)	# of Units	Hourly Rate

**Environmental Monitoring Equipment**

Item Description	Location of Equipment	Detailed Description (Capacity/Size/Manufacturers/Features)	# of Units	Hourly Rate

**Recovery Equipment**

Item Description	Location of Equipment	Detailed Description (Capacity/Size/Manufacturers/Features)	# of Units	Hourly Rate

**Beach or Earth Cleaning and Excavating Equipment**

Item Description	Location of Equipment	Detailed Description (Capacity/Size/Manufacturers/Features)	# of Units	Hourly Rate

**Generators/Compressors/Light Towers**

Item Description	Location of Equipment	Detailed Description (Capacity/Size/Manufacturers/Features)	# of Units	Hourly Rate

**Health and Safety Equipment**

Item Description	Location of Equipment	Detailed Description (Capacity/Size/Manufacturers/Features)	# of Units	Hourly Rate

**Miscellaneous Equipment**

Item Description	Location of Equipment	Detailed Description (Capacity/Size/Manufacturers/Features)	# of Units	Hourly Rate

Contractor's List of **Proposed** subcontractors (attach additional sheets if necessary)

Sub 1: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Sub 2: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Sub 3: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Sub 4: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Sub 5: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Sub 6: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**BIDDER'S CORPORATE DECLARATION**  
**(To Be Filled in If Bidder Is A Corporation)**

Date: \_\_\_\_\_

Our Corporation is chartered under the Laws of the State of \_\_\_\_\_ and  
the names, titles, and business addresses of the executive are as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

**DECLARATION OF PARTNERSHIP**  
**(To Be Filled In If A Bidder Is A Partnership)**

Our Partnership is composed of the following individuals

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address

**BIDDER’S REFERENCES**

(This form must be filled out for Bid to be considered)

This references (with contact information) that can attest to the past performance on similar projects as described in the Scope of Work. To qualify for this project, Prime Contractor must have performed one contract of this scope in the last five (5) years.

1.	_____		
Name	Company	Phone #	
2.	_____		
Name	Company	Phone #	
3.	_____		
Name	Company	Phone #	
4.	_____		
Name	Company	Phone #	
5.	_____		
Name	Company	Phone #	

**CITY OF BILOXI PROJECT**  
**NON-COLLUSION, DEBARMENT/INELIGIBLE CERTIFICATION**  
(Execute in duplicate)

State of Mississippi  
County of \_\_\_\_\_

I, \_\_\_\_\_,  
(Name of person signing certification)

individually, and in my capacity as \_\_\_\_\_ of  
\_\_\_\_\_ do hereby certify  
(Name of Firm, Partnership, or Corporation)

under penalty of perjury under the laws of the United States and the State of Mississippi that  
\_\_\_\_\_, Bidder on Project  
(Name of Firm, Partnership, or Corporation)

No. \_\_\_\_\_, in Harrison County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in Item (b) of this subsection; and

- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Initial here “\_\_\_\_\_” if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement shall purchase fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certified, to the best of his or her knowledge and belief, that:

(1) 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 Federal agency, 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 or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly. All of the foregoing and attachments (when indicated) is true and correct.

Executed on \_\_\_\_\_

\_\_\_\_\_  
Signature



**CITY OF BILOXI PROJECT**  
**NON-COLLUSION, DEBARMENT/INELIGIBLE CERTIFICATION**  
(Execute in duplicate)

State of Mississippi  
County of \_\_\_\_\_

I, \_\_\_\_\_,  
(Name of person signing certification)

individually, and in my capacity as \_\_\_\_\_ of  
\_\_\_\_\_ do hereby certify  
(Name of Firm, Partnership, or Corporation)

under penalty of perjury under the laws of the United States and the State of Mississippi that  
\_\_\_\_\_, Bidder on Project  
(Name of Firm, Partnership, or Corporation)

No. \_\_\_\_\_, in Harrison County, Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in Item (b) of this subsection; and

- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Initial here “\_\_\_\_\_” if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement shall purchase fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certified, to the best of his or her knowledge and belief, that:

(1) 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 Federal agency, 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 or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly. All of the foregoing and attachments (when indicated) is true and correct.

Executed on \_\_\_\_\_

\_\_\_\_\_  
Signature