

CITY OF CENTRAL
located in East Baton Rouge Parish Louisiana

REQUESTS FOR PROPOSALS FOR A UNIT PRICE CONTRACT
FOR STORM DEBRIS REMOVAL
CITY OF CENTRAL 2014-2015

Proposals must be received by 2:00 p.m. on May 13, 2014
at one of the following addresses:

City of Central
ATTN: David Barrow
13421 Hooper Rd, Ste 9
Central, LA 70818

OR

By email to CentralRFP@GMail.com

Proposals must be placed in a sealed package or envelope and include a cover sheet with the following information.

NAME OF PROPOSER: _____

PROPOSER'S MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____

OFFICE PHONE NO.: _____ CELL PHONE NO.: _____

FACSIMILE NO.: _____ EMAIL: _____

YOUR PARTICIPATION IS IMPORTANT TO US

IF YOU DO NOT WISH TO SUBMIT A PROPOSAL PLEASE ACKNOWLEDGE RECEIPT OF THIS REQUEST FOR PROPOSALS BY FAXING THIS COVER SHEET YOU'RE YOUR ENTITY NAME TO (225) 261-0811 MARKED "NO PROPOSAL". THE ENTITY'S ABILITY TO PARTICIPATE IN REQUESTS FOR PROPOSALS OR BIDS FOR OTHER PROJECTS WILL NOT BE AFFECTED BY THE RESPONSE OR LACK THEREOF.

CITY OF CENRAL
PROPOSAL FORM FOR UNIT PRICE CONTRACT FOR
STORM DEBRIS REMOVAL CITY OF CENTRAL 2014-2015

The undersigned represents that he/she is authorized to submit the attached proposal on behalf of

PROPOSER: _____

PROPOSER'S ADDRESS: _____
(if different from mailing address on cover)

CITY: _____ STATE: _____ ZIP CODE: _____

Proposer has carefully examined the, QUOTATION FORM, SCOPE OF WORK AND OTHER APPLICABLE DOCUMENTS made a part of this Request for Proposals. Proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of the Request for Proposals.

Proposer understands that the City of Central has discretion to reject any or all proposals and to award a contract to the proposal which is determined to be in the best interest of the City. City of Central does not guarantee that it will need such services during the Contract Period.

Proposer agrees to furnish to the City of Central with evidence of required insurance and a performance bond (if applicable) required for the project within forty-eight (48) hours after receiving notice of contract award.

Contract Period

Contract period shall be determined following an estimate of the time required to complete project. All prices and quotes are valid through December 31, 2015.

Contract Price/Payment

Price for quantities collected on a cubic yard basis shall be provided on the Schedule of Items attached and made part of this Request for Proposals. The contract unit price shall not exceed the unit cost quoted by the successful proposer for the maximum cubic yards collected.

Undisputed invoices will be paid less a 10% retainage within 30 days from receipt invoice and supporting documentation. Retainage to be released upon satisfactory completion of work and certification of payment for all materials, labor and supplies used to perform work.

SIGNATURE: _____ TITLE: _____

TYPED/PRINTED NAME: _____ DATE _____

**PROPOSER'S ORGANIZATION
COMPLETE SECTION APPLICABLE TO PROPOSER**

INDIVIDUAL

Individual's Name: _____
Doing business as: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No.: _____ Cell Phone No.: _____
Fax No.: _____ Email: _____

PROPOSALS OF LEGAL ENTITIES MUST BE SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE ENTITY. ATTACH PROOF OF AUTHORIZATION.

PARTNERSHIP

Firm Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Person authorized to bind entity: _____
Title: _____
Telephone No.: _____ Cell Phone No.: _____
Fax No.: _____ Email: _____

LIMITED LIABILITY COMPANY

Company Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Person authorized to bind entity: _____
Title: _____
Telephone No.: _____ Cell Phone No.: _____
Fax: _____ Email: _____

CORPORATION

Corporation Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
State of Incorporation: _____
Person authorized to bind entity: _____
Title: _____
Telephone No.: _____ Cell Phone No.: _____
Fax No.: _____ Email: _____

ALL PARTIES IN A JOINT VENTURES MUST COMPLETE THIS FORM.

CITY OF CENRAL
SCHEDULE OF ITEMS FOR UNIT PRICE CONTRACT FOR
STORM DEBRIS REMOVAL CITY OF CENTRAL 2014-2015

Schedule of Items

Item No.	Item Description	Unit	Unit Price
1	Emergency Roadway Debris Clearance	/Crew - Hours	
2	Total Debris Collection and Removal by Volume	/Cu. Yd	
3	Hazardous Stump Removal, greater than 24" dia.	/Each	
4	Cutting and Removal Hazardous Leaning Trees	/Each	
5	Cutting and Removal Hanging Tree Limbs	/Tree	
6	Collection and Disposal of Dead Animals	/Pound	
7	Collection & Transport White Goods	/Each	
8	Collection and Disposal of C&D Debris	/Cu. Yd.	
9	Processing of Burnable Debris using air curtain incinerator at disposal site	/Cu. Yd	

The signature on Page 2 of this form certifies that the proposer has carefully examined all documents associated with this REQUEST FOR PROPOSAL AND OTHER APPLICABLE DOCUMENTS made a part of this Request for Proposals. Proposer further certifies that the prices shown are in full compliance with all the conditions, terms and specifications of this Request for Proposals.

These prices are valid through December 31, 2015.

All unit prices requested will be reviewed for reasonableness; however, the following formula will be used to determine the lowest priced bid:

The sum of 95 times the Unit Price for Item No. 2 and 5 times the Unit Price for Item No. 8.

EXIHIBIT A
PROJECT AREA MAP
AND
POTENTIAL TEMPORARY DEBRIS STAGING
AND REDUCTION SITES (TDSRS)

The attached map of the city limits of the city of Central (“City”) identifies the project area.

The following list of designated temporary debris staging and reduction sites (TDSRS) expected to be available this time. Additional sites may be established by City. The number and location of additional sites will depend on the magnitude of the disaster event and the scale of the debris collection and removal operation.

Dennis Stewart Equipment Rental

6810 Joor Rd

Baton Rouge, LA 70818

(located at the southern city limits of Central; 3 miles from Central City Hall)

and

Natural Resources Recovery

12537 Scenic Hwy

Baton Rouge, LA 70807

(Approximately 12 miles or 18 minutes travel time from Central City Hall, located at 13421 Hooper Rd, near the center of the city)

White Goods Recycling:

North Landfill

16001 Samuels Road

Zachary, LA 70791

(Approximately 17 miles or 23 minutes travel time from City Hall)

Construction and Demolition (C&D) Debris:

Dennis Stewart Equipment Rental

6810 Joor Rd

Baton Rouge, LA 70818

(located at the southern city limits of Central)

Additional possible TDSRS:

BREC

N. Sherwood Forest Blvd at S. Choctaw Dr.

Baton Rouge, LA 70814

(Approximately 7 miles or 11 minutes travel time from Central City Hall)

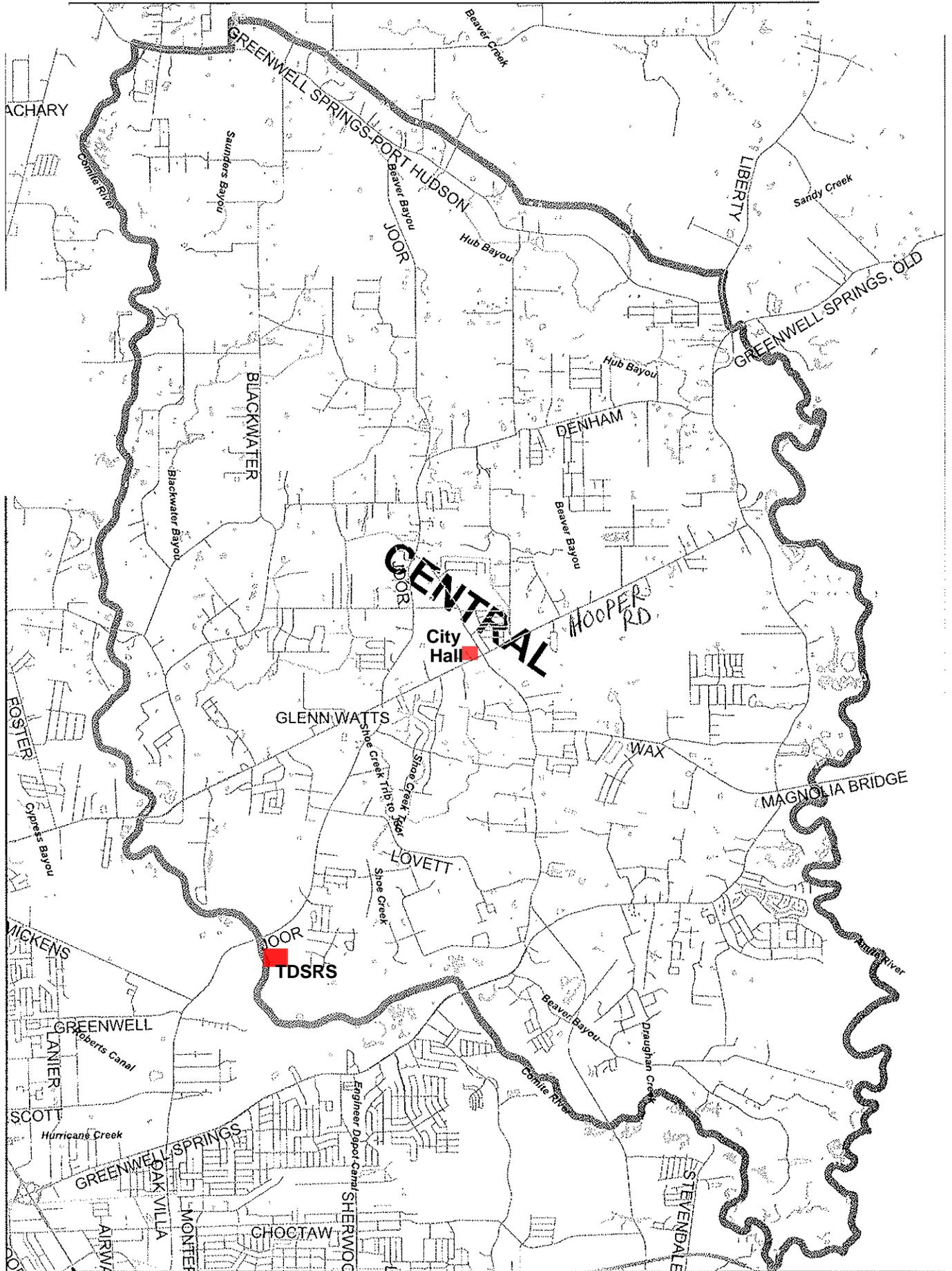


EXHIBIT B

INSTRUCTIONS TO PROPOSERS

1. Proposers are urged to promptly review the entire Request for Proposals prior to responding. Proposers shall be responsible for supplying all materials and labor necessary to complete work.
2. The contract title and proposer's name must be clearly printed or typed on the outside of the proposal envelope. Only one proposal will be accepted from each proposer.
3. The method of delivery of proposals is the responsibility of the proposer. All proposals must be received by the City of Central at 13421 Hooper Rd, Ste 9, Central, LA, 70818 by fax to 225-261-0811 or by email to CentralRFP@gmail.com on or before the specified opening date and time. Late quotes will not be accepted under any circumstances. Items should be marked Attn: David Barrow.
4. After opening, proposals may not be withdrawn for a period of sixty (60) days.
5. Proposals shall be on copies of the proposal form furnished by the City of Central. The City of Central will accept quotes from those applicants in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the proposal non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the City of Central as the proposal.
6. The City of Central specifically reserves the right to evaluate proposals and award items separately, grouped or on an all or none basis, to accept the proposal which is in the best interest of the City of Central, and to reject all proposals if that is in the best interest of the City of Central.
7. All quotes must be clearly typed or written. Inability to read a proposal may result in rejection of the proposal.
8. All proposals must be signed by an individual authorized to bind Proposer. Failure to do so shall cause the proposal to be rejected.
9. Written addenda issued prior to opening which modifies the proposal shall become a part of the proposal for submittal, and shall be incorporated within the contract. Only a written interpretation or correction by Addendum shall be binding. Proposers shall not rely upon any interpretation or correction given by any other method.
10. Contract prices shall remain firm for duration of contract and no price increases will be allowed. In the event of a price decrease, the City will be notified immediately and be allowed to take advantage of such decrease beginning with the effective date of the price decreases.

11. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City of Central, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, proposers should contact the City of Central prior to submission of the proposal. Any violation of the Code of Ethics shall be grounds for disqualification of proposal or cancellation of contract.
12. If Proposer is placed in default by the City of Central for failure to accept the order or contract, after being awarded the contract by the City of Central, for failure to timely deliver, or for otherwise unsatisfactory performance, proposer shall be subject up to six (6) months suspension from proposing any City of Central work. In any event, proposer is not eligible to submit a proposal for any project or contract for which he has been placed in default.
13. The City of Central is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
14. Right To Audit Clause: Contractor shall permit the authorized representative of the City of Central to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
15. The City of Central is excluded from all state and local sales taxes; however, Proposer should include in cost any applicable taxes he is required to pay for purchase of materials and services required for the work.
16. Contractor, and any sub-contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in connection with work hereunder.
17. Contractor shall indemnify the City of Central against any and all liens for which the City of Central owned property may become liable as a result of Contractors work hereunder.
18. Before issuance of final payment, Contractor may be required to submit evidence satisfactory to the City of Central that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.
19. All material and workmanship, as applicable, shall be guaranteed for a minimum of one (1) year, unless provided otherwise by the specification or proposal form. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.
20. The City of Central, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees or agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City of Central, its officers, employees and agents. Accordingly, Contractor shall indemnify and save the City of Central, its officers, employees and agents, harmless from any and all claims, suits and actions of any

character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor, or Contractor's officers, employees, agents or subcontractors.

21. Proposer shall submit an appropriate resolution approving the contract.
22. Contractor shall furnish evidence of insurance required by Exhibit C prior to commencing services.
23. Contractor shall furnish a performance bond in the estimated contract amount.
24. Contractor shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Contractor shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Contractor shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.
25. ANTI-KICKBACK CLAUSE: Contractor shall agree to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
26. CLEAN AIR ACT: Contractor shall agree to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.
27. ENERGY POLICY AND CONSERVATION ACT: Contractor shall recognize the 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 (P.L. 94-163).
28. CLEAN WATER ACT: Contractor shall agree to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
29. ANTI-LOBBYING AND DEBARMENT ACT: Contractor shall comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

EXHIBIT C
Insurance Requirements for
Disaster Debris Removal Services

CONTRACTOR’S AND SUB-CONTRACTOR’S INSURANCE: Contractor and any sub-contractors shall carry and maintain at least the minimum insurance specified below until completion and acceptance of the work. Contractor shall not commence work until certificates of insurance have been approved by the City. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to A.M. Best’s Key Rating Guide. Contractor is solely responsible for assuring that its sub-contractors meet these insurance requirements. The Contractor shall furnish copies of insurance certificates for subcontractors, and/or copies of all actual policies including the Contractor’s policies.

A. Commercial General Liability – Occurrence basis:

General Aggregate	\$2,000,000
Projects-Comp/Op Agg	\$2,000,000
Personal & Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expenses	\$ 5,000

B. Business Auto – Any Auto; or Owned, Non-Owned & Hired: \$2,000,000

C. Standard Workers Compensation – Full statutory liability for State of Louisiana with Employer’s Liability Coverage of not less than \$1,000,000 per occurrence.

D. Coverage afforded the City of Central applies as primary and not excess or contributing to any other insurance carried by the City of Central.

E. The City of Central must be named as additional insured on all general liability policies described above.

F. Waiver of subrogation in favor of City of Central is required from Worker’s Compensation Insurer.

G. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

H. The Certificate Holder should be shown as: City of Central, notices of change or cancellation shall be provided to:

Attn: David Barrow
13421 Hooper Rd, Ste 9
Central, Louisiana 70818-2900

All insurance certificates must be filed with the City of Central for approval by the time of execution of Agreement by Contractor, but in any event not later than five (5) calendar days after receipt of notification of award, and prior to beginning any work.

EXHIBIT D

SUBMISSION REQUIREMENTS AND CONTRACTOR SELECTION

A. Submission Requirements

1. To be considered, submit all required documents prior to submission deadline.
2. Proposers shall submit a statement of qualifications to meet the city of Central's objectives and perform tasks listed in the Scope of Services. Statement of qualifications shall include the size of the firm, office location from which the service is being performed and nature of staff and equipment to be employed for the project.
3. List of equipment available for the project.
4. List of all disaster specific experience within the last five (5) years, including response time, client list, and a contact person. This includes previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.
5. Explanation of how quickly you could mobilize based on the severity of the disaster.
6. Indicate and list any legal actions against your company in the last five (5) years.
7. A debris management and response plan applicable for the scope of services.
8. Minimum of three letters of reference.
9. Any plans for subcontractor participation.

B. Information to be submitted in a sealed envelope or package in the order requested:

1. Cover Sheet (Page 1)
2. Proposal Form for Unit Price Contract for Storm Debris Removal City of Central 2014 - 2015 (Page 2)
3. Proposer's Organization (Page 3)
4. Schedule of Items (Page 4)
5. Statement of Qualifications

C. Limitations

1. This proposal does not commit the city of Central to the award of a contract, or to pay any cost incurred in the preparation for a response to this request.
2. The city of Central 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.
3. The city of Central reserves the right to reject any or all proposals, to request additional information, and to award a contract deemed most advantageous to the city of Central and based upon the best response offered to the city of Central.

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into at City of Central, Louisiana, effective this __ day of _____ 2014 by and between the City of Central (hereinafter called "Owner") and (hereinafter called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following service:

Title: Unit Price Contract for Debris Removal- City of Central 2014-2015

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:

- A. The Contractor's Proposal/Quotation
- B. Project Area Map and Potential Temporary Debris Staging and Reduction Sites
- C. Instructions to Applicants for Services
- D. Insurance Requirements for Disaster Debris Removal
- E. The Scope of Work
- F. Submission Requirements and Contractor

2. No amendment to this Contract shall be made except upon the written consent of the parties.

3. Insurance and Indemnity requirements shall conform to those stated in the specifications.

4. Contractor shall be paid an amount based on the attached Schedule of Items but will not exceed \$ without issuance of an amendment to the contract approved by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date written above.

Shelton S. "Mac" Watts, Mayor

Contractor