

**REQUEST FOR PROPOSALS FOR DISASTER STREET-CLEARING, DEBRIS
COLLECTION, REMOVAL, PROCESSING, DISPOSAL, AND MANAGEMENT
SERVICES**

Solicitation No: 2016-001

**Proposal Opening Date: 08/22/2016
Proposal Opening Time: 12:00 PM**

**City of Central
Office of the Mayor
August 19, 2016**

The City of Central invites qualified firms to respond to this request for proposal (RFP) by providing their qualification and experience for consideration to provide disaster street-clearing, debris collection, removal, processing, disposal, and management services.

The City of Central seeks qualified firm(s) to assist in disaster debris collection and disposal operations on behalf of City of Central, ensuring compliance with Federal requirements and applicable State and City laws.

The response to the RFP should be limited to ten (10) pages and address the following:

- a. Office location and key personnel responsible for this project
- b. Evidence of satisfactory completion of disaster debris removal in the past 5 years at similar jurisdictions
- c. The scope, project budget, and operational duration (include the firm's contract manager, and phone number and e-mail address for each disaster response or project if available)
- d. Summarized past relevant experience for each response should include the following:
 - i. Type of disaster—hurricane, tropical storm, tornado, etc.
 - ii. Type of jurisdiction—city, county, district, or combination
 - iii. Collection debris removal assignments
 - iv. DMS debris removal assignments
 - v. Final debris disposal functions
 - vi. List of references

Any material received that is not requested may be discarded.

Interested firms should submit four copies of their proposal by hand or courier service. Delivery in this manner shall be accomplished by delivering the proposal to our physical location between the hours of 8:00 a.m. and 12:00 p.m. on August 22, 2016. The physical location is:

City of Central Mayor's Office, City Hall
13421 Hooper Road, Suite 8
Central, LA 70818

Alternatively, interested firms may submit their proposal by to: FloodDisasterRFP@central-la.gov. A submittal to this email address is not considered received unless you receive an acknowledgement that your proposal has been received. If you fail to receive such acknowledgement, please contact City Hall at (225) 261-5988 prior to the time for opening of the proposals.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

Submittals **MUST BE RECEIVED** no later **12:00 p.m. on Monday, August 22, 2016**.

SCHEDULE OF EVENTS

<u>Event</u>	<u>Date</u>
Advertise RFP and e- mail public announcements	August 19, 2016
Proposal submission deadline	August 22, 2016 at 12:00 p.m.
Contract Execution	August 22 or 23, 2016

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

It is the intent of the City to enter into a services contract with a firm for an emergency disaster debris management, removal and disposal services to begin upon contract execution.

Situated in the southeastern part of central Louisiana, the City of Central is located in the easternmost part of East Baton Rouge Parish an estimated population of 28,000.

1.1.1 Purpose

The City of Central seeks to obtain proposals from qualified firms to perform debris collection, removal, processing and disposal services resulting from a recent flooding event. The City will negotiate an agreement with the proposer whose proposal is the most responsive to this RFP. The City reserves the right to reject any or all responses. During this disaster event, the Contractor must coordinate with the city and state debris management and FEMA to ensure that debris removal is performed in an efficient and effective manner in compliance with all eligibility criteria for FEMA's PA Program. Such work shall be managed in accordance with local, state and federal regulations, guidelines, and laws regarding recycling and disposal of the debris following a natural disaster or destructive event.

1.1.2 Goals and Objectives

Under the contract, the Contractor will remove large volumes of disaster generated construction debris, household hazardous waste, and white goods from areas of the City of Central, as

directed by the City, in a timely, efficient, and cost-effective manner. The Contractor will be responsible for removing, collecting and disposing of debris; removing, collecting, and disposing of white goods; removing, collecting, and disposing of dead animals; providing project management services; providing an action plan to the City detailing the sequence and timing of debris clearing and collection; preparing State and Federal reporting and reimbursement documents for review and submittal to the City of Central; providing community relation support during all phases of disaster recovery work, including providing a hot-line phone number and email address for the public to report complaints and make requests; and obtaining all necessary local, state, and federal permits and licenses.

It is the City's intent to ensure that all work performed pursuant to the contract is eligible for funding through FEMA's PA Program and performed in accordance with FEMA regulations, policies, and guidelines, as well as with any other applicable state or federal regulations, policies, and guidelines.

At all times, the Contractor shall take direction from the Mayor of Central or the Mayor's designee. Direction by the City in this contract may also mean direction by a monitor (the "Monitor").

Single Award: With this RFP, the City intends to award one contract and does not anticipate multiple awards. Regardless, the City reserves the right to make multiple or partial awards.

GENERAL REQUIREMENTS

The Contractor shall provide all necessary equipment, operators, and other personnel for a comprehensive disaster debris removal and disposal operation. The work shall include but not be limited to segregation, removal, hauling, and disposal of debris on public land and rights of way. The Contractor shall not be paid to remove, process, or dispose debris that is unrelated to disaster damage. The Contractor will serve as the general contractor for the purpose of this disaster debris removal and disposal operation. The Contractor will use all required resources including subcontractor(s) as necessary to restore the health, safety, and welfare of the community in a timely and cost effective manner. The Contractor will be able to use its own subcontractors, with the expectation that those subcontractors will be members of the local workforce whenever possible. The Contractor shall obtain all permits and licenses necessary to complete the work. The Contractor shall supply comprehensive documentation of work by volume, location, time, and date per FEMA and FHWA reporting requirements and/or any other applicable state and federal reporting requirements.

The Contractor must be capable of providing all services necessary and fully understand FEMA, FHWA, and State of Louisiana requirements of a natural disaster or destructive event debris clean-up operations.

NON-EXCLUSIVITY AND RIGHT TO REASSIGN

The City expects to achieve the following outcomes through this contract.

- Provide a skilled and qualified Contractor that has a strong record and experience with FEMA and all applicable State and Federal Disaster Specific Guidance(s) and policies related to disaster debris management, removal and disposal services on an on-call and emergency basis so the City is assured to get dependable, responsive, proven and expert services.
- Obtain the lowest possible pricing.
- Establish a cost effective contract that can provide immediate response to the City's needs during an emergency or disaster.

1.2 Definitions

- A. Shall- The term "shall" denotes mandatory requirements.
- B. Must- The term "must" denotes mandatory requirements.
- C. May- The term "may" denotes an advisory or permissible action.
- D. Should- The term "should" denotes desirable.
- E. Contractor or Contractor- Any person having a contract with a governmental body.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.
- H. Department- Department for whom the solicitation is issued.
- I. State - State of Louisiana State Agencies such as but not limited to the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP); Department of Transportation and Development (DOTD); Department of Natural Resources (DNR); Louisiana Department of Environmental Quality (DEQ)
- J. FEMA - Federal Emergency Management Agency
- K. FHWA - Federal Highway Administration
- L. Contract- The written Agreement between the City and the Contractor, which defines the work to be completed and shall be understood to include the plans, specifications, information for proposers, agreement, notice to proposers, affidavit, RFP, notice of award, notice to proceed, and change orders and claims.

- M. Contract Execution- The date on which Contractor executes and enters into a Contract with the City to perform the Work.
- N. Contract Price- The total monies, adjusted in accordance with any provision herein, payable to the Contractor under this Contract
- O. Authorized Representative- City employees and/or contracted individuals designated by the City.
- P. Cleanup Crew- A group of individuals and/or an individual working for the Contractor collecting disaster debris.
- Q. Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include:
- Debris must be located within a designated disaster area and be removed from an eligible applicant’s improved property or right-of-way.
 - Debris removal must be the legal responsibility of the proposer.
 - Debris must be a result of the major disaster.
- R. Contract Time- The period of time stated in this Contract for the completion of the Work.
- S. City Debris Manager- The City will designate a Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
- T. City Approved Final Disposal Site- A final disposal location approved in writing by the City.
- U. Debris- Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, construction and demolition debris and personal property.
- V. Debris Management Site (DMS)- A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
- W. Debris Monitoring- Actions taken by proposers in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for federal or state grant reimbursement.

- X. Debris Removal- Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- Y. Debris Removal Contractor- Also referred to as the “Contractor” in this document, conducts debris removal operations per the terms of the contract. Term includes primary Contractor, subcontractors and individual crews.
- Z. Demobilization- Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

1.3 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and e- mail public announcements	August 19, 2016
Proposal submission deadline	August 22, 2016 at 12:00 p.m.
Contract Execution	August 22 or 23, 2016

1.4 Proposal Submittal

Interested firms should submit four copies of their proposal by hand or courier service. Delivery in this manner shall be accomplished by delivering the proposal to our physical location between the hours of 8:00 a.m. and 12:00 p.m. on August 22, 2016. The physical location is:

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1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

A. **Proposer Qualifications and Experience:**

All proposers bidding on this work shall comply with all provisions of the State Licensing Law for Contractors, R.S. 37:2150-2163, as amended, for all public contracts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. Contractors must hold an active commercial license issued by the Louisiana State Licensing Board for Contractors in the appropriate classification.

This section should provide information on the Proposer's historical background and experience on disaster recovery projects, including the Proposer's previous experience with proposed joint ventures and key Subcontractors. The Proposer's background should include: the number of years that the company has been in existence, the number of years the organization of the disaster recovery team has been in existence, and the Proposer's history and experience working with the proposed joint venture or major Subcontractors on disaster recovery and debris removal.

Each Proposer is required to submit with the Proposal certified supporting data regarding the Proposer's experience, qualifications, and suitability for the work to be performed, which should include the following information, sworn to under oath by the Proposer, or, if a corporation, an authorized representative:

1. The Proposer should document his/her thorough understanding of the elements affecting the removal and management of mixed debris following a disaster event. The experience and expertise of contract managers and key personnel should be discussed.
2. The Proposer should document his expertise and experience in accessing, removing, and disposing of specialty debris, including hazardous stumps. The Proposer should document his expertise and experience in debris removal.
3. The Proposer should document his expertise and experience in assisting governmental entities in providing community relations.
4. The Proposer must list a minimum of five separate and verifiable disaster recovery events and his respective clients. Clients listed must be for completed work on disaster recovery projects and debris removal and processing projects. At least two of the client references shall be for a disaster recovery project performed for a public or governmental agency. The projects listed should also show experience in FEMA reimbursement and client training. Confidential clients shall not be included. Respondents using joint ventures should include former clients of the joint venture, if applicable. Information on each client should be provided in the following format:

- Project/event title
- Client name
- Contact person and telephone number
- Location of project (if different than above)
- Project team
- Performance period
- Approximate fee for services
- Brief description of project
- Quantity of debris removed

The Proposer should submit the company's past two years of financial statements or annual reports to demonstrate its current financial condition and stability. The City will maintain the confidentiality of such financial data to the extent allowed by law.

5. Availability of the contract managers and key personnel must be identified. The Proposer shall identify subcontractors and the intended scope of their work. The types and quantities of recovery equipment must be identified. The Proposer shall clearly identify that equipment owned by the Proposer separately from the equipment available from other sources. The City expects personnel, subcontractors and equipment identified in the Proposal response to be available for work to complete services identified under this RFP. The City further expects that the identified equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner. The Proposer should provide an estimate of the current workload and all future commitments to other emergency response contracts. The Proposer should provide reasonable assurance that the identified personnel will be available to work on future projects. The Proposer must provide reasonable assurance that all equipment identified for disaster recovery will be available and are not contractually obligated to other projects (e.g. residential collection contracts, solid waste transfer contracts, or other disaster debris removal contracts.)
6. The Proposer should describe the organizational structure, assigned liaison officer, and the project management methods that are most appropriate to perform the Contract services outlined in the scope of services. The discussion should include: methods for communicating with team members and City emergency management staff, protocols for team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and any other appropriate management considerations. The Proposer should also discuss the Proposer's staffing and ability to supervise multiple clean-up crews and subcontractors. This discussion should include the Proposer's project management methods that ensure the quality of the work being performed by the Proposer's crews and subcontractors.
7. An itemized list of the Proposer's proposed facilities and equipment that accommodates both large and confined/narrow streets and areas that shall be

binding for use in the Contract, including equipment, vehicles, and materials that the Proposer presently owns and/or he/she intends to procure. The equipment specified in the itemized list shall be provided if listed. The equipment may be modified by advance written request by the Proposer and written approval by the City, any failure to do which shall constitute Breach of Contract.

8. All Proposers hereunder must furnish satisfactory evidence to the City that they are fully competent and have the necessary facilities, experience and pecuniary resources to fulfill the terms and conditions of this Contract and Contract Documents. Proposers shall provide personnel to manage the work that possess operating experience in performing Disaster Debris Removal and Management Services or other related debris removal and management services.
9. Proposers who submit qualifications and experience information relying on personnel other than those directly employed by the Proposer shall provide evidence and assurance as may be required by the City that those personnel are in direct and daily management and control of the work required by these Contract Documents. Examples of such personnel are those from the Proposer's parent company, affiliates, joint venture, or other entity accepted by the City.
10. Proposers shall inform the City of any and all instances wherein a debris removal services contract, or any related solid waste services contract, held by the Proposer has been terminated or assigned to others prior to its contract expiration date. Proposer shall make available to the City any information regarding the nature and circumstances of the termination as the City may deem necessary.
11. Proposers that are wholly-owned subsidiaries of larger parent companies, and that submit qualifications and competency information based in whole or in part on the capabilities of the parent company, shall agree that it will cause its parent company to guarantee the performance of all of the Proposer's obligations under the Contract Documents.

1.5.1 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Changes, Addenda, Withdrawals

The City reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in accordance with the instructions for submittal of the proposal, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section. Such shall meet all requirements for the proposal.

1.7 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the City.

1.8 Material in the RFP

Proposals shall be based only on the material contained in this RFP.

1.9 Waiver of Administrative Informalities

The City reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.10 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the City to award a contract. The City reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City to do so.

Failure to submit all non-mandatory information requested may result in the City requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

1.11 Ownership of Proposal

All materials submitted timely in response to this request become the property of the City. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by the City and not returned to proposers. Any copyrighted materials in the response are not transferred to the City.

1.12 Cost of Offer Preparation

The City is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the City.

1.13 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

1.14 Taxes

Any taxes, other than state and local sales and use taxes, from which the City is exempt, shall be assumed to be included within the Proposer's cost.

1.15 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the City reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.16 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.17 Corporation Requirements

Upon the award of the contract, if the Contractor is a corporation and not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

Evidence of a current occupational license and/or permit issued by the City shall be supplied by the successful vendor, if applicable.

1.18 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontractor(s) with

others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

The City is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers should include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime Contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.19 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

1.20 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the City's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected, and the City may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the City prior to issuance of a purchase order, if applicable to complete the process.

1.21 Contract Award and Execution

The City reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the City.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer should address the specific language in the sample contract (Appendix C) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City, price and other factors considered.

The City intends to award to a single Proposer.

1.22 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by the Mayor, a contract shall be completed and signed by all parties concerned. The City shall notify all unsuccessful Proposers as to the outcome of the evaluation process.

1.23 Insurance Requirements

Contractor shall furnish the City with certificates of insurance affecting coverage(s) required by the RFP (see Appendix A). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required policies, at any time.

1.24 Subcontractor Insurance

The Contractor shall include all subcontractors as insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

1.25 Breach of Contract

As a breach of service provided by this Contract would cause serious and substantial damages to the City and its occupants, and the nature of this Contract would render it impractical or extremely difficult to fix the actual damage sustained by the City by such breach, it is agreed that in case of a breach of service, the City may elect to collect liquidated damages as specified below, not as a penalty, such sums being agreed as the amount which the City will be damaged by the breach of such service. The decision to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Contract.

If the Proposer fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with this Contract, the Proposer will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between the City and the Proposer elsewhere in these Contract Documents, the City retains, solely to itself, all such remedies as may be generally described as follows:

Intermittent Breach of Service: In circumstances where there is not substantial performance by the Proposer as determined by the City, the City will deduct penalties against the contractual payments as liquidated damages for each day the Proposer fails to perform adequately. Such liquidated damages as the City shall elect to collect will be deducted from the monthly payments due to Proposer.

Failure to provide the additional equipment/labor at work locations within 48 hours of written notification by the City that the equipment/labor force at specific site(s) is inadequate for the efficient debris removal and/or processing - \$1000.00 per occurrence.

Repetition of complaints after notification by the City of damage to property, or similar violations will result in an assessment of \$500.00 for each violation per repeated complaint. Repetition of complaint

is any additional complaint; similar in nature after the Proposer receives notice of the complaint.

Employee solicitation for services: Up to \$2,000.00 per violation and Proposer's employee shall be terminated immediately.

Proposer shall be responsible for all damage to private property or property destroyed due to Proposer's actions during the course of the Contract.

Extended Breach of Service: If the Proposer fails to provide the services required by this Contract and schedule issued in the Notice to Proceed in excess of one scheduled working day, the City may take the following actions:

Employ such means, as it may deem advisable and appropriate to continue work until such matter is resolved and the Proposer is again able to carry out its operations under this Contract.

Deduct any and all operating expenses incurred by the City from any money then due or to become due the Proposer, collect the amount due, either from the Proposer or surety, or both, and also to assert a lien on all properties of the Proposer.

If the Proposer is unable, for any reason, to resume performance at the end of one (1) day, all liability of the City to the Proposer under this Contract shall cease, and the City shall be free to negotiate with other proposers for the said services and/or take the actions provided below for bankruptcy, default, Breach of Contract. Such actions shall not release the Proposer herein of liability to the City for such Breach of Contract.

All terms, conditions, and specifications of the Contract are considered material, and failure to perform any part of the Contract shall be considered a Breach of Contract. Should Proposer fail to perform any of his contractual obligations, the City may at its option terminate the Contract after written notification to the Proposer to remedy the violation within said time.

In the event of termination of the Contract for breach, insolvency, default or application for bankruptcy as specified above, the City shall have the rights to forthwith take possession of all of the Proposer's equipment, facilities, and records used in performance of this Contract.

The City shall have the right to retain possession of said equipment, facilities, and records until such other items can be acquired by the City for operation of the system or another Contractor is engaged to perform the service.

The City shall have the right, at its option, to purchase the Proposer's equipment and facilities at the original cost less depreciation as claimed for federal income tax purposes, or the then current fair market value whichever is the lesser.

The City shall pay the Proposer the reasonable rental value of such equipment and facilities should the City elect not to purchase the equipment. Liability of the City to the Proposer during this period shall be that of lessor for hire, ordinary wear and tear is specifically exempt from such liability.

1.26 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City.

1.27 No Guarantee of Quantities

The City does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.28 Claims or Controversies

Any proposer who believes they were adversely affected by the City's procurement process or award, may file a protest. It must be submitted in writing to the Mayor and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known. The City may, at its sole discretion, suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest. The City will take action on protests within fifteen (15) days of the receipt thereof. The written protest shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

1.29 Proposer's Certification of Uniform Grant Guidance as Prescribed by the Office of Management and Budget (OMB)

Certification of no suspension or debarment: By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB's Uniform Grant Guidance regulations.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Services described herein are the specific conditions for the Disaster Debris Removal and Management Services. These conditions represent the uniform services to which all Proposers must respond in their Proposal. The term "debris" denotes storm related/generated debris.

2.2 Services

- 2.2.1 The services to be provided under this scope of work may include the following:
- Collecting and removing storm debris from public rights-of-way, streets, and roads, including debris collected in bags and placed by the curb;
 - Collecting and hauling of storm debris to a site approved by the City;
 - Collecting and disposing of white goods and dead animals and separating these items at the specified debris sites for hauling to their ultimate disposal site;
 - Providing project management services;

- Providing community relations support during all phases of disaster recovery work, including providing a hotline telephone number and an email address for the public to report complaints;
 - Obtaining all necessary local, state, and federal permits and licenses;
 - Follow all guidelines as established by the Louisiana Department of Environmental Quality's (LDEQ) Comprehensive Plan for Disaster Clean-up and Debris Management);
 - Preparing state and federal reporting and reimbursement documents for review and submission to the City.
- 2.2.2 The Contractor shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all Work as defined in the RFP specifications. The Contractor will supervise and direct all work, workers and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program and procedures used. The Contractor will employ and maintain a qualified and accessible supervisor in the area of operation who shall have the full authority to act on behalf of the Contractor. All communications given to the supervisor in writing by the City shall be binding. The name and telephone number of the designated supervisor shall be provided to the City within 24 hours of the Notice to Proceed for each Work Order directive issued.
- 2.2.3 Utilizing Resources in Disaster Area: The Contractor shall, to the extent practical, give priority to utilizing resources in the City and the surrounding areas, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.
- 2.2.4 Ownership of Debris: The title to debris and other waste shall pass to the Contractor when placed in the collection equipment. The title to debris and other waste shall remain with the Contractor until the time of deposit and/or disposal at the City designated landfill.
- 2.2.5 Work Hours: All activities associated with the collection and loading of eligible debris shall be performed during daylight hours, 7 days per week; including holidays, unless otherwise directed by the City.
- 2.2.6 Traffic Controls: The Contractor shall mitigate the impact of his operation on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be performed in conformance with all Federal, State, and local laws, regulations, and ordinances governing personal, equipment and workplace.
- 2.2.7 The Contractor shall be responsible for cleaning up any spillage of material resulting from its debris removal and hauling activities. All the Proposer's vehicles shall be equipped at a minimum with brooms, shovels, and rakes.
- 2.2.8 The Contractor shall exercise responsible care to protect all public and private property located in and adjacent to the street right-of-way (i.e. curbs and gutters, catch basins, sidewalks, driveways, fire hydrants, mailboxes, etc.) in the execution of the debris removal and hauling activities. The Contractor shall be responsible for all damages to public and private property associated with the debris removal and hauling activities.

2.3 Debris Definitions

- 2.3.1 Eligible Debris: Debris that is within the scope of this Contract falls under two possible classifications: Burnable and Non-Burnable.
- 2.3.2 Burnable Debris: Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber, untreated wood products and brush. The City encourages for clean fuel as opposed to just burning for incineration. If the Contractor burns waste for clean fuel purposes, then it should be documented.
- 2.3.3 Non-Burnable Debris: Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non-wood building materials, pressure treated wood, furniture, and carpeting. Some non-burnable debris is recyclable and the City encourages recycling whenever possible.
- 2.3.4 Recyclable Debris: White goods, metal and other material that the Contractor may deem recyclable.

2.4 Debris Removal

- 2.4.1 General Removal Requirements: The Contractor shall provide for the emergency roadway debris clearance and removal of debris from the areas within the Project Area as designated by the City. Debris removal shall be limited to public streets, roads and other rights-of-way, all City municipal property, and other municipal facilities and sites as may be directed, and includes property debris from private residence that is brought to the edge of the right-of-way by citizens. The Contractor is responsible for determining the method and manner of all debris removal. The general concept of the disaster debris removal operations includes multiple scheduled passes or passes as specified by the City of each site, location or right-of-way as directed by the City. This manner of debris removal allows citizens the opportunity to return to their properties and subsequently bring all debris to the edge of the right-of-way for the removal, as property restoration progresses. It is the intent that the Contractor will make as many passes as the City may direct to complete the removal of all natural disaster generated debris. The Contractor shall remove all debris from each location prior to proceeding to the next location along the route during the initial and subsequent passes. The Contractor shall not be permitted to randomly select debris from multiple locations without the complete removal of debris at each location per pass.

Following notification to proceed (NTP) by the City, the Contractor shall be fully operational for clearing, removing, and hauling debris from roadways within 24 hours.

At a minimum, the Contractor shall have the ability to maintain full operational capabilities during daylight hours, 7 days per week, for an extended period. The Contractor shall be able to rapidly adjust the flow of resources based on the magnitude of the damage and debris.

- 2.4.2 Debris Removal from Public Rights-of-Way: The Contractor shall pick-up, remove from public rights-of-way and haul all eligible debris to disposal sites as identified and directed by the City in the attached Appendix D. Any plastic bags containing yard debris placed by the curb shall be picked up separately from other loose woody waste and brought to the

designated site. The Contractor shall segregate at the curb all debris to the maximum extent practical.

- 2.4.3 Dead Animals Removal: The Contractor shall collect, remove, transport, and dispose of dead livestock, poultry, large animals, and domestic pets from private property and public rights-of-way as identified by the City, in accordance with regulatory requirements.
- 2.4.4 White Goods: The Contractor should expect to encounter white goods, such as household appliances. The Contractor shall pickup and remove all white goods from public rights-of-way and transport them to a designated white goods recycling site as identified and directed by the City in the attached Appendix D. The white goods shall be segregated and disposed at the areas within the recycling site as directed by the recycling site operator to correspond with his recycling activities. The white goods shall be handled in accordance with applicable Federal, State and local laws. White goods shall be segregated and handled separately from other debris and transported to a designated white goods recycling site.
- 2.4.5 Construction and Demolition Debris: The Contractor shall pick-up, remove from public rights-of-way and haul all eligible construction and demolition (C&D) debris to a disposal site as identified and directed by the City in the attached Appendix D. Construction and demolition debris generated by a disaster includes damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and flooring, window coverings, plastic pipe, fully cured asphalt, heating and ventilating, and air conditioning systems and their components, light fixtures, small appliances, equipment, furnishings and fixtures.
- 2.4.6 Electronic Load Tickets: Electronic load tickets will be used for recording volumes of debris removal.
- 2.4.7 Electronic Load tickets will be issued to a vehicle operator at the debris removal location. The City's representative will keep the original copy of the ticket and give two copies to the vehicle operator for the Contractor's records.
- 2.4.8 Debris Removal Equipment: All trucks and other equipment must be in compliance with all applicable Federal, State, and local rules and regulations. Any truck or trailer used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity; and be equipped with a retractable cover that completely covers the load for transport on public roads in compliance with all Federal, State and local laws.

Sideboards or other extensions to the bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2 by 6" boards or greater and not to extend more than two feet above the metal bedsides. The City's representative must approve all requests for extensions.

Prior to commencing debris removal operations, the Contractor shall present to the City's representative all trucks or trailers that will be used for hauling debris, for the purpose of

determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking. The certified hauling capacity of all trucks and trailers shall be determined only in the presence of the designated City representative.

Trucks or equipment that are designated for use under this Contract shall not be used for any other work during the working hours of this Contract. The Contractor shall not solicit work from private citizens or other to be performed in the designated work area during the period of this Contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this Contract.

All vehicles and trucks used for debris removal purposes must be clearly identified as such with signage, plaque or paint clearly identifying to citizens of city approved debris clean-up activities.

2.5 Technical Disaster Recovery Assistance:

- 2.5.1 Program Management Assistance: As part of and in support of the debris removal, processing and disposal services above, the Contractor shall provide technical disaster recovery assistance to the City. The Contractor shall assist the City in the identification and documentation of expenditures eligible for reimbursement by Federal and State agencies and in the submission of official request for Project Worksheet inspection.

The Contractor shall prepare the City's recovery documentation plan and shall maintain the required documentation during the recovery process. The Contractor shall provide training to the City's representatives on the requirements for quality and quantity of the claim documentation. The Contractor shall be responsible for assuring that the required documentation is maintained and prepared. The Contractor shall assist the City in providing community relations services that may include audio/visual presentation and fact sheets.

The Contractor shall provide guidance to the City on issues involving Federal and State reimbursement, and assist the City in negotiations with Federal and State agencies. The Contractor shall provide any other representation as may be reasonably required or requested by the City.

- 2.5.2 Reimbursement Assistance: The Contractor shall provide assistance to the City in the City's effort for Federal and State reimbursement for the disaster event. The Contractor shall maintain and provide all records, disposal tickets, field inspection reports and other data sufficient to provide substantiation of Federal and State reimbursement applications.

2.6 Public Relations

- 2.6.1 Customer Complaint Hotline: The Contractor shall set up and maintain a telephone number and email address for the public to report complaints related to debris removal. The Contractor shall provide personnel to answer calls and emails during regular business hours throughout the event recovery period. The Contractor is responsible for advertising the hotline phone number and email address to the public. All complaints shall be documented

with date, time, location, issue, and resolution. This documentation shall be submitted as part of the Contractor's weekly report to the City.

2.7 Reporting

2.7.1 Debris Removal Reports: The Contractor shall provide daily reports to the City to detail the progress of the debris removal services. Each report shall contain, at a minimum, the following information:

- Reporting date;
- Location of work (street names and address blocks);
- Contractor's name performing work at each location;
- Daily and cumulative amount of debris removed, grouped according to debris type;
- Hours of operation for all vehicles and equipment listed by work locations;
- Number of passes performed at each location;
- Daily and cumulative totals of debris removed, by category; and
- Any Problems encountered or anticipated.

Discrepancies between the daily report and the corresponding electronic load tickets shall be reconciled no later than the following work day.

2.7.2 Weekly Reports - The Contractor shall provide Weekly Reports to the Mayor on the complaints received from the previous week and the status of resolution of any outstanding complaints during the execution of the Work under this Contract. The report shall include a description of the steps taken by the Contractor to insure the complaint is resolved and not repeated. The Weekly Report shall contain any reported complaints, including complaint resolution, and any unusual occurrences or problems encountered in providing Disaster Debris Removal and Management Services. The Weekly Report shall be mailed and faxed to the Mayor or his designated representative on Friday between the hours of 3:00 p.m. and 5:00 p.m. The format of the Weekly Report shall be approved by the City.

2.7.3 Final Report - The Proposer shall provide a Final Report on the work completed during disaster cleanup and recovery operations. The Final Report shall be submitted no later than sixty (60) days following the final day of disaster debris collection after each disaster event, and included with the Contractor's invoice to the City. The format of the report shall be approved by the City prior to the start of the work. The Contractor shall attest to the accuracy of the information in the report. False or altered information shall be cause for Contract termination. At a minimum, the report shall contain the following information:

- Locations of work (street names and address blocks);
- Listing of equipment and vehicles used by identification number, with type, model number and year
- Hours of operation for all vehicles and equipment listed by work locations;
- Operator's name for all equipment and vehicles;
- Personnel listing for all work locations;
- Total debris removed by type;
- Report in cubic yards of the amount of storm debris recycled or beneficially re-used. This includes burning ground up wood chips for clean fuel as opposed to incineration;

- Summary of complaints and complaint resolution (with copy of the complaint database on CD ROM);
- Comments or unusual occurrences;
- Proposer's recommendations for improvements to Disaster Debris Removal and Management Services; and
- Claim documentation for submittal to State and Federal government reimbursement.

2.7.4 Supporting Information - Supporting information must be provided to the City at the completion of the contract and should include, but not be limited to, the following list. Additional supporting information may be requested by the City.

- Electronic load tickets shall be indexed by date, ticket number and invoice number;
- Ticket logs database, including all information from ticket (hard copy and electronic copy);
- Daily tower logs;
- List of all personnel with signatures and initials;
- Binder(s) with damage reports, completed repairs, and releases, if applicable;
- Binder(s) with issues and final resolution;
- Map books boxed by pass with daily logs;
- List of tickets issued to monitors, by monitor, and list of lost/voided tickets;
- Each debris removal pass may, and the discretion of the City, have a door hanger placed at each residence or street sign hanger placed at key intersection to indicate pickup has occurred. A report describing the location of hangers shall be provided to the City; and
- Each pile of ineligible debris will be photographed and tagged and a list compiled and submitted with photographs to the City. The City must approve the format of the ineligible debris tag.

2.8 Measurement and Payment

2.8.1 Dead Animal Removal and Disposal:

Measurement: Measurement for payment of dead animal collection, removal, and transportation and disposal at the landfill shall be on a per pound basis for animals removed, as directed by the City's representative. No dead animals shall be transported to any TDSRS.

Payment: Payment for removal of dead animals shall be full compensation for furnishing all labor, equipment, material, fuel, supplies, permits, reporting, management, supervision, and all other incidental to the completion of the work associated with loading, hauling, dumping, and disposal of the dead animals. No separate payment shall be made for any item not specifically set forth in the Proposal Form; all other costs shall be included in the price named in the Proposal Form. The cost of disposal of any dead animals, including any landfill fees, is included in this proposal item.

2.8.2 Collection and Transporting of White Goods:

Measurement: Measurement for payment for collection and transporting of white goods shall be on a per unit basis.

Payment: Payment shall be full compensation for furnishing all labor, equipment, material, fuel, supplies, permits, reporting, management, supervision, and all other incidental to the completion of the work associated with collection and transporting of white goods to the designated recycling site. No separate payment shall be made for any item not specifically set forth in the Proposal Form; all other costs shall be included in the price named in the Proposal Form. The cost of collection and transporting of white goods, including any recycling site fees, is included in this proposal item.

2.8.3 Removal of C&D Debris from within Public Rights-of-Way :

General: Removing and clearing of construction and demolition (C&D) debris from the public rights-of-way and streets. C&D debris shall be segregated and handled separately from other debris and transported to the disposal sites as identified and directed by the City in the attached Appendix D.

Measurement: Measurement for payment of C&D Debris removal from public rights-of-way shall be by cubic yard as predetermined through the certified truck bed measurement. Contractor shall provide all necessary personnel and equipment to load and unload debris from trucks at the curbside and landfill, as directed by the City. All trucks used for the performance of work under this item shall be measured and pre-certified as to hauling capacity in accordance with the Contract prior to being utilized for work under this item. Contractor shall provide necessary personnel for traffic control while performing curbside collection of debris within streets and rights-of-way. Trucks with less than full capacities shall be adjusted downward by visual inspection by the City's representative. Electronic load tickets shall document measurement for debris removal from public rights-of-way and shall conform to the Contract in form and function.

Payment: Payment for debris removal from public rights-of-way shall be full compensation for furnishing all labor, equipment, material, supplies, permits, reporting, management, supervision and all else incidental to the completion of the work associated with loading, hauling, dumping, and management of debris dumped at the landfill as described in the measurement section for this Proposal item. No separate payment will be made for removal of C&D debris from within public rights-of-way under this Contract unless specifically stated in a separate proposal item. The cost of disposal of the C&D debris, including any landfill fees, is included in this proposal item.

2.9 **Period of Agreement**

The Term of this Contract shall commence to run on the authorization and signature date of the Agreement. The scope of services documented shall commence as on the date indicated in the Notice to Proceed issued by the City in response to the disaster event. The Work will be substantially completed within the Contract Times specified in the Notice to Proceed, commence to run as provided above, and be completed and ready for final acceptance in accordance with the General Instructions.

2.10 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Appendix B. Prices submitted shall be firm for the term of the contract and inclusive of all charges that Contractor wishes City to consider for proposed services (items, etc.). Prices shall include delivery of all items F.O.B. destination.

2.11 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

The Proposer shall submit Daily Reports, Weekly Reports and Final Report for the length of the disaster cleanup and recovery operation as defined within the Scope of Work.

2.12 Location

The location(s) the work/delivery/service is to be performed, completed and managed are all area of the City of Central, as shown on Appendix D.

PART III EVALUATION

Responsive and responsible proposals will be evaluated based on information provided in the proposal. The City of Central reserves the right to validate the claims made in the proposals through outside third parties. The evaluation will be conducted according to the following:

Criteria	Maximum Score
Technical Proposal Evaluation	(Worth 75 Points)
1. Corporate Background and Experience as it relates to disaster debris removal in the past 5 years at similar jurisdictions	25
2. Approach and Methodology, including office location and key personnel responsible for this project	30
3. Resumes, Proposed Staff Qualifications	20
Cost Proposal Evaluation	(Worth 25 Points)
4. Cost	25
Total Possible Points	100

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

The successful Contractor resulting from this RFP will be responsible for the completion of all services set out in this RFP (including attachments) as may be amended. All services are subject to inspection and evaluation by the City. The City will employ all reasonable means to ensure that services are progressing and being performed in compliance with the Contract and the Contractor must cooperate with such efforts.

4.2 Performance Measurement/Evaluation

Performance Measurement and Evaluation are discussed in **SCOPE OF SERVICES**.

Part V. FEDERAL CLAUSES

The following clauses are mandatory if Federal Funds are utilized.

5.1 Civil Rights

Both parties 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. Furthermore, both parties 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. Both parties 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.

5.2 Anti-Kickback Clause

The Contractor hereby agrees 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.

5.3 Clean Air Act

The Contractor hereby agrees 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.

5.4 Energy Policy and Conservation Act

The Contractor hereby recognizes 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).

5.5 Clean Water Act

The Contractor hereby agrees 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.

5.6 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

5.7 Procurement of Recovered Materials

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5.8 Mandatory Standards

The Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (La RS 40:1730.49).

Appendix A

Insurance Requirements for DISASTER STREET-CLEARING, DEBRIS COLLECTION, REMOVAL, PROCESSING, DISPOSAL AND MANAGEMENT SERVICES

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: Contractor and any subcontractors shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City of Central. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- B. Business Auto Policy
Any Auto; or Owned, Non-Owned & Hired:

Combined Single Limit	\$1,000,000
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- C. Standard Workers Compensation – Full statutory liability for State of Louisiana with Employer's Liability Coverage.

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

- E. Professional Liability coverage for errors and omissions is not required, but the City shall have the benefit of any such insurance carried by Consultant.

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

- G. The Certificate Holder should be shown as: City of Central, 13421 Hooper Road, Suite 9, Central, LA 70818

NOTE TO PROPOSERS:

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**

Appendix B

A. Private Property Debris Removal (PPDR)

Load , haul, and dispose of Construction and Demolition (C&D) and mixed debris to landfill

\$ _____ per cubic yard

B. Loading, hauling, and disposing of white goods

\$ _____ per unit

C. Loading, hauling, and disposing of dead animals

\$ _____ per pound

APPENDIX C

Sample Contract for DISASTER STREET-CLEARING, DEBRIS COLLECTION, REMOVAL, PROCESSING, DISPOSAL AND MANAGEMENT SERVICES

This Contract, made and entered into at Central, Louisiana, effective this _____ day of August, 2016, by and between the City of Central, Parish of East Baton Rouge, herein referred to as "City" and _____, herein referred to as "Contractor".

Contractor shall provide disaster street-clearing, debris collection, removal, processing, disposal and management service as described herein for the City.

Contractor agrees to proceed, upon written notice of the Mayor of the City, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City. All the services required hereunder will be performed by Contractor or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Contractor for this project shall be as defined in Section 2 of the Request for Proposal.

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties, and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the City, Contractor shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Contractor or their representatives at conferences and public hearings, are to be furnished at the expense of Contractor.

SERVICES TO BE PERFORMED BY THE CITY: The City will furnish the Contractor without charge all information which it has in its files that may be useful to the Contractor in carrying out this work, as well as assistance in securing data from others to the extent available.

COMPENSATION AND PAYMENT: The City shall pay and Contractor agrees to accept compensation for the services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract. Contractor must submit invoices

regularly and for no more than thirty-day periods. Subject to the approval of the Mayor or his designee, these invoices will be paid within thirty (30) days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Contractor and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by the Contractor and the City shall not be bound until such time as a Contract is fully executed between the City and the Contractor and all required approvals are obtained.

DOCUMENTS: All data collected by Contractor and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Contractor's personal and administrative files, shall become the property of the City, and the City shall not be restricted in any way whatsoever in its use of such materials. Contractor agrees to maintain all payroll and equipment hours related to this Contract and to promptly provide such documents to the City upon its request. The Contractor hereby agrees to allow the Federal government, State government, and the City to have access to the Contractor's records related to this Contract.

DELAYS AND EXTENSIONS: Contractor will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

TERMINATION: The City may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, provided that the City shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in ten (10) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the Contract may constitute default and may cause cancellation of the Contract.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City to comply with the terms and conditions of this Contract provided that the Contractor shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to cure the defect.

The City may terminate the Contract at any time without penalty by giving ten (10) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The continuation of this Contract is contingent upon the appropriation of funds by the City Council to fulfill the requirements of the Contract by the City Council. If the City Council fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Mayor or by any means provided in Louisiana law or

in the City of Central ordinances, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Mayor or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Contractor shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional contractors under similar circumstances at the time the services are performed, with the City interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Contractor shall procure all permits and licenses applicable to the services to be performed and/or required by law and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Contractor shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Contractor agrees to indemnify, defend, and hold harmless the City from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City by any party which arises in performing its obligations under this Agreement.

Contractor, its agents, employees and insurer(s) hereby release the City, its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Contractor, its agents or insurers may sustain incidental to or in any way related to Contractor's operations under this Agreement.

PERSONAL INTEREST: Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

DRUG FREE WORKPLACE: In the interest of job safety and to protect the general public, other contractors and the City's employees from the consequences of accidents that are caused by worker abuse of controlled substances on City construction projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free jobsite.

SAFETY: The Service Provider shall be solely responsible for maintaining safety at all work sites. The Service Provider(s) shall take all reasonable steps to insure safety for both workers and visitors to work sites. The Service Provider(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

AFFIDAVIT AND CORPORATE RESOLUTION: The Contractor shall attest by Affidavit, a sworn statement that this Contract was not secured through employment or payment of a solicitor. If Contractor is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices and will render services under this Contract and any contract entered into as a result of this Contract, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Contractor shall comply with the Federal Requirements. Contractor shall also include these Federal Requirements in any sub-contracts.

BREACH: Any controversy or claim arising out of or relating to this Contract, or breach thereof, shall be settled by way of a lawsuit filed in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana,

TAXES: Any taxes, other than state and local sales and use taxes, from which the City is exempt, shall be assumed to be included within the Contractor's cost.

RIGHT TO AUDIT: The City, State Legislative auditor, federal auditors, and internal auditors of the Division of Administration, or others so designated by the DOA shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of Contract, or any payment under the Contract, requires the advanced written approval of the City.

CONFIDENTIALITY: The following provision will apply unless the City's statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City's operations which are designated confidential by the City or State and made available to the Contractor in order to carry out this Contract, shall be protected by the Contractor from

unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City. The identification of all such confidential data and information as well as the City's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the City to be adequate for the protection of the City's confidential information, such methods and procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Contractor shall maintain all records in relation to this Contract for a period of at least five (5) years from termination of the Contract.

ORDER OF PRECEDENCE: The Request for Proposals (RFP), dated August 19, 2016, and the Contractor's Proposal are attached hereto and incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP, and subsequent addenda (if any) and finally, the Contractor's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

INSURANCE: The Contractor shall comply with all insurance requirements set forth by any applicable law and with those requirements set forth in the Request for Proposals.

PROCUREMENT: The City and Contractor agree that they will abide by section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DECLARATION: By entering into this Contract, the Contractor hereby agrees that it, its principles, or its affiliates are currently not disqualified as a result of debarment or suspension.

LAWS: The Contractor hereby agrees to comply with all Federal and State law, including but not limited to the Copeland Anti-Kickback Act, Davis-Bacon Act, Contract Work-Hours and Safety Standards Act, Clean Air Act and Federal Water Pollution Act, Byrd Anti-Lobbying

Amendment, Executive Orders 11246 and 11375, and all mandatory standards and policies relating to energy efficiency which are contained in the State's energy conservation plan.

COMPLETE CONTRACT: This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, the City and Contractor have executed this contract effective as of the date first written above.

WITNESSES:

CITY OF CENTRAL

By _____

Title: Mayor

CONTRACTOR

By _____

Title _____

Typed Name and Title

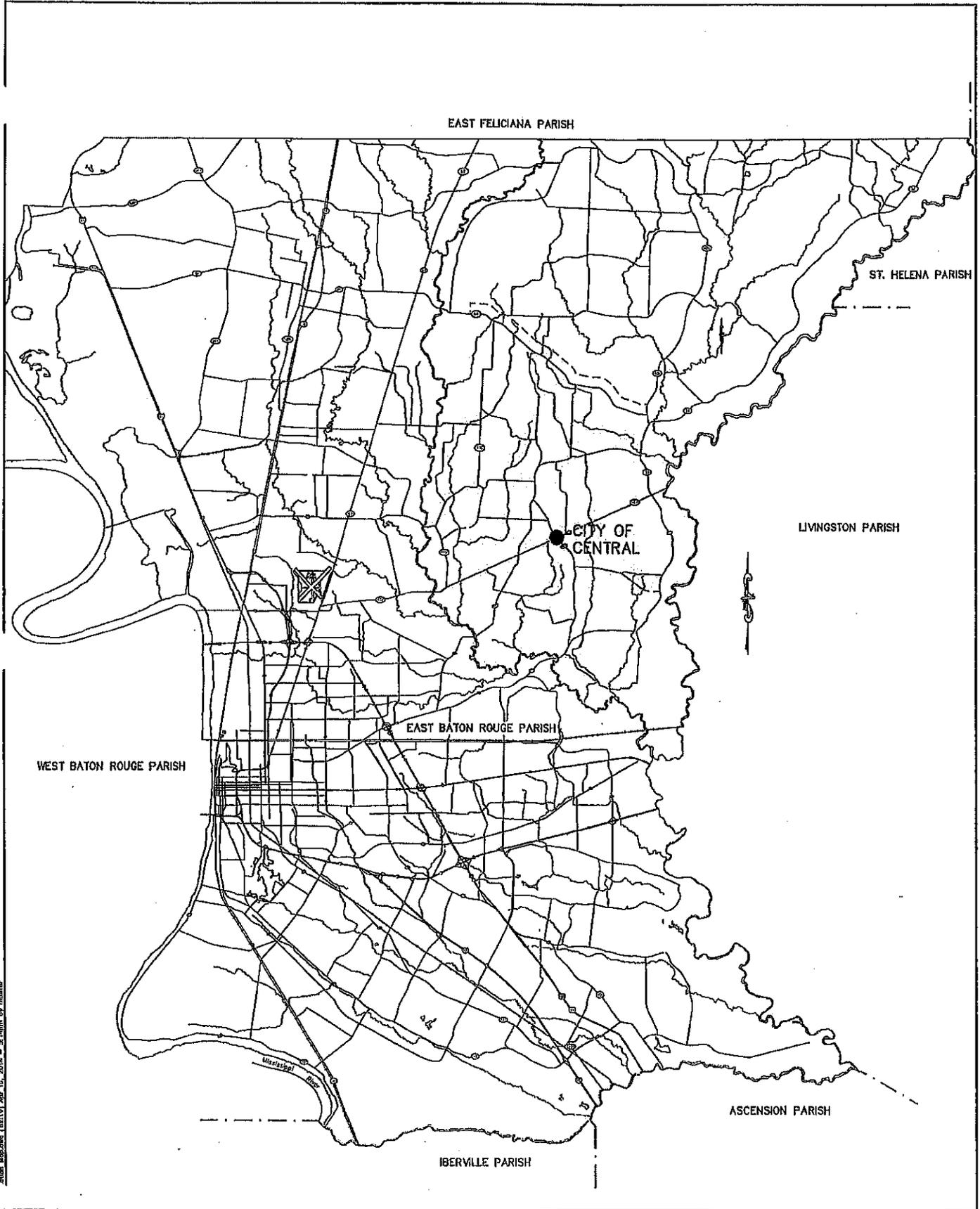
Appendix D

PROJECT AREA MAP AND DEBRIS SITES

The construction and demolition (C&D) debris facilities are the Ronaldson Field Landfill located at 1500 Rafe Mayer Road, Baton Rouge, LA 70807 or the North Landfill located at 16001 Samuels Road, Zachary, LA 70791.

The white goods recycling facilities are the Ronaldson Field Landfill located at 1500 Rafe Mayer Road, Baton Rouge, LA 70807 or the North Landfill located at 16001 Samuels Road, Zachary, LA 70791.

The facility for disposal of dead animals is the North Landfill located at 16001 Samuels Road, Zachary, LA 70791.



atlas MapInfo [REDACTED] Apr 15, 2004 - 5:10pm by nmaster

CITY OF CENTRAL

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____
receiving value for services rendered in connection with:

***EMERGENCY FLOOD DEBRIS COLLECTION,
REMOVAL, PROCESSING, DISPOSAL AND MANAGEMENT SERVICES***

a public project of the City of Central, State of Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this day of , 20 , in

NOTARY PUBLIC

THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____, a corporation organized under the laws of the State of _____, and domiciled in _____, was held this _____ day of _____, 2016, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Central, State of Louisiana.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Mayor, City of Central, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____.

SECRETARY