



**Disaster Debris Removal and Disposal**  
CITY OF PINEVILLE

## REQUEST FOR PROPOSALS

The CITY of Pineville does hereby issue this Request for Proposals and will open same on:

1. September 8th, 2020
2. At the Mayor's Office, 910 Main Street, Pineville, Louisiana, at 12:01 o'clock p.m. in an open meeting. RFP's will be accepted through 11:30 o'clock a.m. on September 8th, 2020.
3. For the following item(s):  
Disaster Debris Removal and Disposal (Non-waterway debris)
4. All proposals must be submitted on forms contained in the RFP, which may be obtained by contacting the CITY of Pineville Administrative Office, located at 910 Main Street, Pineville LA, or by calling (318)449-5650, or electronically at [rich@pineville.net](mailto:rich@pineville.net)
5. Bids may be held by the CITY of Pineville for a period not to exceed twenty-four (24) hours from the date of opening the proposal for the purpose of reviewing and investigating the qualifications prior to award.
6. Official action may be taken within twenty-four (24) hours by the CITY of Pineville.
7. Proposal Submission:

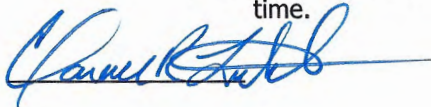
Firms or companies desiring to provide services, as described in the Scope of Work, shall submit their DISASTER DEBRIS REMOVAL AND DISPOSAL proposal to Rich Dupree, Chief of Staff, by one of the following methods:

- a) Physical Delivery by sealed and signed envelope marked DEBRIS RFP:

On September 8th, 2020, between the hours of 8 o'clock a.m. and 11:30 o'clock a.m. addressed to:  
CITY of Pineville  
910 Main Street  
Pineville LA 71360

- b) Online at: [rich@pineville.net](mailto:rich@pineville.net)

By September 8th, 2020, 11:30 o'clock a.m. local time.



PUBLISH: [www.pineville.net](http://www.pineville.net) and on front doors of 910 Main Street Pineville, LA

**REQUEST FOR PROPOSALS**

**FOR**

**CITY OF PINEVILLE, LOUISIANA**

**DISASTER DEBRIS REMOVAL AND DISPOSAL**

**Proposals Due on September 8th, 2020**

**No later than 11:30 o'clock a.m. local  
time**

**See Instructions to Proposers**

# **CITY OF PINEVILLE**

## **REQUEST FOR PROPOSALS**

### **FOR**

#### **DISASTER DEBRIS REMOVAL AND DISPOSAL**

#### **PURPOSE:**

Due to the extreme public emergency, CITY of Pineville (“CITY”) is soliciting proposals for Disaster Debris Removal and Disposal services in response to the catastrophic impact of Hurricane Laura.

Due to COVID-19 and need for extreme emergency procurement, several forms of submittal are offered to Proposers identified in the section INSTRUCTION TO Proposers. This is an expedited RFP process, in the future the CITY intends to secure standby debris removal, monitoring and other emergency management contracts.

The Purpose of this RFP and subsequent contracting activity is to secure the services of a qualified, experienced Contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area (CITY-wide) in a timely and cost-effective manner while lawfully disposing of all debris. The CITY requires immediate action to address widespread and catastrophic damage. This damage includes loss of critical infrastructure including loss of power, loss of water, and damage to and obstruction of public roadways. Additionally, there is damage to public and private structures, the CITY requires immediate action to restore access to these critical infrastructures by removing the disaster debris as a result of Hurricane Laura.

#### **DEFINITIONS**

CITY – Pineville, Louisiana

Contractor(s)– The successful Proposer(s), with whom a contract is entered by the CITY

Debris Management Team – The team staffed by the CITY, Debris Management Consultant, and the Contractor

Debris Management Consultant or Consultant – If applicable, a Consultant retained by the CITY to manage administrative aspects of the recovery process including processing FEMA submittals and includes the Debris Monitor

Debris Monitor – The firm, including representation thereof, retained by the CITY to monitor and document debris removal and disposal activities of Contractor in compliance with FEMA Requirements

Debris – Scattered items and materials either broken, destroyed, or displaced by the Storm (Example: vegetative material such as trees and limbs, construction and demolition material, personal property.)

DMS – Debris Management Site

FEMA – Federal Emergency Management Agency

Proposer or Respondent – Person or entity which submits a Proposal in response to this Request for Proposal

RFP – This Request for Proposal

Services – Debris Removal and Disposal Services

## **INSTRUCTIONS TO Proposers:**

### **A. The Proposal**

Proposals must be submitted in the format outlined in this RFP and should be a complete response to this RFP. This proposal format is mandatory. The proposal must be typed or written in ink, and must be signed in ink by an officer authorized to make a binding commitment for the company making the proposal. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal. All cost and price information submitted by the Proposer will remain irrevocable for a period of 120 days from the date of submittal.

### **B. Communications**

All communications (as opposed to proposals) regarding this project, including any questions related to this Request for Proposal, shall be submitted to [rich@pineville.net](mailto:rich@pineville.net), by 11:00 o'clock a.m. on September 8th, 2020.

Rich Dupree, Chief of Staff  
CITY of Pineville  
910 Main Street  
Pineville, LA 71360  
E-mail: [rich@pineville.net](mailto:rich@pineville.net)  
(318) 449-5650

### **C. Proposal Submission**

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit their DISASTER DEBRIS REMOVAL AND DISPOSAL proposal to Rich Dupree, Chief of Staff, by one of the following methods:

#### **1. Physical Delivery by sealed and signed envelope marked DEBRIS RFP:**

On September 8th, 2020, between the hours of 8 o'clock a.m. and 11:30 o'clock a.m. addressed to:

City of Pineville  
910 Main Street  
Pineville, LA  
71360

#### **2. Online at:**

By September 8th, 2020, 11:30 o'clock a.m. local time at [rich@pineville.net](mailto:rich@pineville.net)

**\*\*\* Late proposals will not be considered nor accepted. \*\*\***

Offers by telephone or telegram will not be accepted. Also, Proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of when the fax is received.

The time and date for receipt of Proposals will be scrupulously observed.

## **QUESTIONS REGARDING THIS RFP:**

All questions or concerns regarding this Request for Proposals must be submitted in writing via below cited email to the CITY. The CITY may issue an addendum to the Request for Proposals for

distribution to all known prospective Proposers.

Please submit all proposal questions by email to:  
Rich Dupree, Chief of Staff [rich@pineville.net](mailto:rich@pineville.net)

No oral interpretation of this Request for Proposal shall be considered binding. The CITY shall be bound by information and statements only when such statements are written and delivered to the Proposer by the CITY.

## TERMS AND CONDITIONS:

1. The CITY reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the CITY, or to award a contract to the next most qualified Proposers if a successful proposer does not execute a contract within forty-eight (48) hours after approval of the selection by the CITY. The CITY has the right to cancel a solicitation at any time prior to approval of the award by the CITY.
2. The CITY reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
3. The CITY reserves the right to perform any portion of the work with their forces.
4. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the CITY the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.
5. Costs of preparation of a response to this request for proposals are solely those of the Proposers. The CITY assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the CITY bear no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
6. Insurance
  - A. The Contractor shall procure, pay for, and maintain at minimum the following insurance coverages with the stated limits or greater. Said insurance shall be evidenced by delivery to the CITY of (i) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the CITY, and listing all carriers issuing said policies; and (ii) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of the Contract and any additional extensions. In addition, the CITY reserves the right to request physical evidence of the coverage by requesting the policy declaration page, and/or confirmation from the agent and/or company verifying the coverage is and/or has been continually in effect.
  - B. The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:
    - 1) Commercial General Liability- in the amount of two million dollars (\$2,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The general aggregate limit shall either apply separately to the resulting Contractor or shall be at least twice the required occurrence limit. The policy shall contain a Hazardous Waste and Pollution Liability rider. The policy shall name the CITY as an additional named insured and contain contractual indemnity coverage and a waiver of subrogation against the CITY.
    - 2) Comprehensive Automobile Vehicle Liability-covering any automotive equipment to be used in performance of the Services, with a minimum limit in the amount of one Million dollars (\$1,000,000.00) per occurrence combined single limit/any

Automobile. Also, physical damage insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.

- 3) Comprehensive Automobile Vehicle Liability - covering any automotive equipment to be used in performance of the Services, with a minimum limit in the amount of one Million dollars (\$1,000,000.00) per occurrence combined single limit / any Automobile. Also, physical damage insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
- 4) Worker's Compensation insurance in amounts required by law and of sufficient amount to fully protect the CITY from any claims of any type arising out of an awarded Debris Removal Contract.

## 7. Payment and Performance Bond

Successful Proposer shall furnish within 48 hours after written notice, a Payment Bond and Performance Bond in an amount equal to 100% of the total amount or estimated amount of the contract as determined by CITY and Proposer.

8. The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFP. The CITY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the CITY, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.
9. It is the intent of the CITY to enter into a contract. The magnitude of the catastrophic damage and the public funding which will be required to restore the CITY are significantly more than the public funds currently available. When the CITY has funding and cash flow assurances that it can remain fiscally viable, a contract will be executed with the selected Proposer.
10. Indemnification - The Contractor will indemnify and hold the CITY a harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the City to the extent it is caused by the negligence of Contractor, its Sub- Contractors, or their employees or agents, while performing duties under this contract, provided that the City gives the Contractor prompt, written notice of any such claim or suit. The City shall cooperate with the Contractor in its defense or settlement of such claim or suit. This section sets forth the full extent of the Contractor's general indemnification of the City from liabilities that are in any way related to the Contractor's performance under this contract.
11. The Contractor awarded this contract must:
  - a. Operational and Management Plans
    - 1) Typical Debris Management Site (DMS) Operations Plan: Provide a description of the firm's typical DMS site operational plan.



- 2) Typical Site Specific Health and Safety Plan (SHASP): Provide a plan that includes a comprehensive site specific hazard analysis similar in scope to the one presented in FEMA 325/ July 2007, Public Assistance Debris Management Guide, Appendix E-Debris Collection and Management Site Hazard Analysis. The City also reserves the right to request changes to the Proposer(s) site safety plan or operational plan.
- 3) Subcontracting Plan: (Compliance with 2 CFR 215-44 are addressed in this section) Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; A list of Sub-Contractors proposed for this project indicating participation by local Sub-Contractors and the overall percentage of work scheduled to be performed by local Sub-Contractors; Contractor's policies and procedures in place to ensure Sub-Contractor and all sub-tier Contractors retain adequate insurances and are paid.

b. Project Specific Personnel- Provide an organizational chart that lists personnel assigned to the CITY in the event of contract activation. Provide any training or professional certifications held by these personnel. the information shall be presented in tabular form. The list shall include, but not be limited to:

- Contact persons, including telephone numbers and e-mail address
- Project manager – must have five (5) years project experience
- Operations manager – must have three (3) years project experience
- Other key personnel assigned to the project/this Agreement

Changes to personnel listed on the proposal at the time of an event must be communicated to the City Point of Contact and are subject to approval by the City. The City also reserves the right to request the substitution of any personnel as it deems necessary.

12. Offerors Expense: The CITY will not be responsible for any expenses incurred by any Offeror in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City and/or its representatives.
13. Independent Contractor - It is understood that in the performance of any services herein provided, the Awardee shall be, and is, an independent Contractor, and is not an agent or employee of the City and shall furnish such services in its own manner and method, except as required by the contract. Further, the Awardee has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Awardee in the performance of the services hereunder. The Awardee shall be solely responsible for, and shall indemnify, defend, and save the City harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
14. Confidential Information/Public Records Law - The City assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. The City reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and

evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by Louisiana regulation regarding Public Record Laws), will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Offeror will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

15. New Services - From time to time during the period of work outlined in the RFP and afterward, the City may elect to have the Awardee perform services that are not specifically described in the Statement of Work but are related to the contracted services. This will be accomplished by issuance of a new Task Order at the rates in the contract for a pre-established not-to-exceed limit.
16. Safety - The Contractor shall be solely responsible to assure the safety of contract personnel in all activities that they and their Sub-Contractors perform. The Contractor shall also provide and take measures to protect the public and City personnel during their activities. Actions may include but are not limited to providing traffic control signage and flagmen, ground guides, fences, security guards, traffic control, removal of unsafe equipment and unsafe personnel. All work conducted within the street or highway right of way must be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) "Standards and Guides for Traffic Control". Contractor will also be solely responsible to ensure that all OSHA requirements are met and assign a full time on site safety officer to the project for the duration of the contract.

The Contractor's Site Specific Health and Safety Plan (SHASP) specific to the City shall be submitted within 10 working days of award of contract. A comprehensive site specific hazard analysis similar to the one presented in FEMA 325/ July 2007, Public Assistance Debris Management Guide, Appendix E-Debris Collection and Management Site Hazard Analysis shall be incorporated into the SHASP.

17. NON WAIVER OF RIGHTS: It is agreed that the City's failure to insist upon the strict performance of any provision of the pursuant contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under the contract
18. FINDINGS CONFIDENTIAL: All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Contractor under the pursuant contract are the property of the CITY. The Contractor agrees that any such documents shall not be made available to any individual or organization other than the appropriate City officials without prior written approval of the City. Nothing contained in this paragraph shall be construed to prevent the Contractor from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written consent of the City.
19. Contractor will provide one (1) on-site Project Manager to the City's Debris Manager or his Authorized Representative. The Project Manager shall provide a telephone number to the OWNER with which he or she can be reached for the duration of the project. The Project Manager will be expected to have weekly meetings with the City's Debris Manager or his Authorized Representative. Daily meeting topics will include, but not limited to:
  - a. Volumes of each debris category collected;
  - b. Number of each debris category crew confirmed to have worked the previous day, presently

- working in the project area and their location;
- c. Geographic areas where debris has been removed and the “pass” associated with work;
- d. Contractor's overall progress in completing all Task Orders and estimated completion date;
- e. Any Contractor's coordination issues relating to the City Representatives (number of monitors requested for the following day and type of debris operations to be monitored)
- f. Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns;
- g. Damage Claims Report and Contractor's progress in closing out claims.

A written Daily Report shall be submitted to the City's Debris Manager or his Authorized Representative each morning prior to the meeting. Refer to Section 18.12, (3) regarding reports required content.

Frequency of meetings may be adjusted by the City's Debris Manager or his Authorized Representative. Contractor's Project Manager must be available twenty-four (24) hours-day, or as required by the City's Debris Manager or his Authorized Representative.

20. Traffic Control: The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Contractor work areas in compliance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). All work shall be done in conformity with all applicable Federal, State and local laws, regulations, and ordinances governing personnel, equipment and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. The City's Debris Manager, neither his Authorized Representative nor the City representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Contractor shall provide qualified flag personnel, as described in the MUTCD, where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received.

The expense incurred by the Contractor for Section 18.8 Traffic Control shall be included within the submitted rates on Schedule 1-Unit Rate Price Schedule and Hourly Equipment and Labor Price Schedule. No additional compensation for traffic control will be made.

21. Existing Utilities: Some trees and debris which are to be removed under the contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the disconnection of the utilities in question, before proceeding with any work.
22. All chemicals of whatever nature used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues

shall be in strict compliance with instructions.

The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State ordinances and the City's Debris Manager or his Authorized Representative. Contractor shall comply in a timely manner with all directions of the City's Debris Manager, his Authorized Representative, or on site City representative regarding the use of a water truck or other approved dust abatement measures.

The Contractor shall comply with all Laws, Rules Regulations and Ordinances regarding environmental protection.

23. Payment: The City, or its Authorized Representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City or its Authorized Representative will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed.

Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for payment of incomplete tickets.

Invoices must be submitted to the City or its Authorized Representative with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing all information on each load ticket. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. FHWA-ER funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The City or its Authorized Representative reserves the right to request additional invoice separation by debris type (C&D, ROW Vegetative Debris, Hazardous Limb, Hazardous Tree, Hazardous Stump, and Household Hazardous Waste (HHW) etc.), program (private property debris removal, etc.) and/or applicant(s) (parks and facilities located within the City's area of responsibility).

A 10% retainage will be held until the end of the project. In order to recover the retainage, the Contractor must successfully complete, and receive a letter of completion from the City or its Authorized Representative, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor to public or private property.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass through cost" without mark up. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving disposal facility and correlated to the City or its Authorized Representative's completed load tickets, and proof of Contractor payment to the disposal facility

Contractor must submit the final invoice within thirty (30) days of completion of scope of work

authorized by a Task Order issued by the City. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager or his Authorized Representative.

# SPECIAL CONDITIONS

## 1. Debris Removal Plan

The CITY will develop a Debris Removal Plan to remove debris most effectively from the most critical areas on a priority basis. It is critical to complete 1st pass debris removal from the most critical roadways and areas expeditiously. The Contractor will be required to follow the CITY's Debris Removal Plan in removing debris from critical areas and critical roadways first. The Debris Removal Plan will also prioritize debris removal work tasks, such as removal of Vegetative Debris, C&D Debris, and Hazardous Limbs & Trees. These priorities must be followed by the Contractor. This plan will establish the most advantageous debris removal operations for the CITY, such as the use of DMS sites and the number of DMS sites. The Contractor will have input into the Debris Removal Plan, however, final decisions will be made solely by the CITY, to assure the most cost-effective cleanup and recovery of the community. The Contractor shall not move from one designated work area to another designated work area without prior approval from the CITY. The Contractor will have control of its means and methods in performing the work required under this RFP in accordance with the Debris Removal Plan. Prior to commencing debris removal operations, the Contractor shall, with the CITY's direction, provide a work plan showing where operations will begin, and which roads will be cleared on a 7-day and 14-day projection. The plan shall be updated weekly.

The Contractor will be required to complete three passes. The First Pass shall be completed within 3 weeks of the Notice to Proceed to remove the initial debris from road ROW. Once the majority of debris has been removed and homes/businesses have had adequate opportunity to move all debris out to ROW, the CITY will publish a "Final Pass" date for homes/businesses to place any remaining debris to the ROW. The Contractor will be required to removal debris from all public roads after this date, as a Final Pass.

Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state and local governments or agencies, or of any public utilities.

## 2. Debris Disposal:

- A. The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable federal, state and local laws, standards and regulations. Final disposal locations will be at a state environmental agency approved facilities with prior notification to the CITY and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the CITY and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. The Contractor will furnish all temporary disposal and reduction site, the Contractor shall comply with all local, state, and federal laws and regulations while operating and managing the site. Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract.
- B. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must

be documented by the Contractor prior to final payment under the Contract.

- C. Contractor acknowledges, represents and warrants to the CITY that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.
- D. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

### **3. Contractor's Equipment:**

- A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the CITY. All debris hauling units will be inspected, measured, and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- B. The Contractor shall supply vinyl type placards identifying the CITY, the names of the Contractor and subContractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- C. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris to and from the Temporary Debris Management Site (DMS) sites to the permanent disposal sites. The listing shall include the following information.
  - a. Truck and/or trailer license number.
  - b. Year make and color of each truck and/or trailer.
  - c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor
- D. Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the CITY shall not be paid for Debris being transported.
- E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under the Contract.

#### **4. Property Damage:**

- A. The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the CITY, the CITY has the option of having the damage repaired at the Contractor's expense to be reimbursed to the CITY or withheld from the Contractor's future payments.
- B. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- C. No tracked equipment shall be allowed on public streets without the written permission of the CITY. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) must be approved by the CITY.

**5. Monitoring:** The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. CITY may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

**6. Inspection Towers:** As directed by the CITY, the Contractor shall provide an inspection tower attach disposal site or (DMS). The Contractor shall provide an inspection tower at each Debris Management Site (DMS) and disposal site, as described below or approved equivalent. The tower shall be of sound construction. Each tower shall include a roof and be a sufficient size for a minimum of three (3) inspectors and a sufficient height for the inspection of all incoming and exiting loads. The inspection tower shall be protected from impact by trucks or other vehicles. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the CITY/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances. If the inspection tower does not allow for full view of the entire waste hauling vehicle, load ratings will be based on the portion of the vehicle visible from the tower.

**7. Hours of Work:** Contractor recognizes that the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise authorized by the CITY's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk, unless approved in writing in advance by the CITY. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a "pre-load" ticket may be written for a full load only.

**8. Time is of the Essence– Liquidated Damages:** Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of the Contract. Contractor agrees to work diligently to complete the Contract at the earliest possible date. Contractor shall be required to remove at least the weekly quantity of debris removal guaranteed in the Contractor's Price Proposal. Contractor shall pay liquidated damages and special damages to the CITY, if Contractor fails to



remove at least the guaranteed quantity for two (2) consecutive weeks, based on a Monday through Sunday work week. The guaranteed weekly production quantity will be adjusted for holidays and non-workable weather days agreed by the CITY and Contractor. For each week that the guaranteed minimum production requirement is not met, Contractor shall pay to the CITY an amount equal to two (2) percent of the TOTAL CONTRACTED value as liquidated damages to cover the agreed costs to the CITY due to project delays, plus an additional amount equal to two (2) percent of the TOTAL CONTRACTED value as special damages to cover the agreed extra costs to the CITY for monitoring and managing the extended project. However, in no event shall the time period for Completion of the Contract exceed 90 days from Notice to Proceed for complete performance in every respect under the Contract, unless CITY initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.

Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and execute the CITY's Contract for Services pursuant to this RFP no later than forty-eight (48) hours following notification by CITY that proposal has been accepted. Contractor shall commence performance of services within twenty-four (24) hours of any Notice to Proceed. Proposer shall provide a proposed time for full completion of this project including debris removal, reduction, and disposal.

**9. SubContractors:** Proposer shall submit a subcontracting plan. All information required of submitting Contractor is also required from any proposed subContractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions of its subContractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall not employ any subContractors who are on any FEMA listing of debarred Contractors. Contractor shall be solely responsible for timely paying its subContractors. The CITY reserves the right to reject the selection of any subContractor and to inspect the facilities and equipment of any subContractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subContractor fails to perform or make progress, as required by the Contract as determined by the CITY and the replacement of such subContractor is necessary in order to complete the work hereunder in a timely fashion. Contractor shall promptly replace such subContractor, subject to the CITY's approval of the new subContractor. The Contractor shall employ as many local residents and subContractors as possible as part of this contract.

**10. Access and Audits:** Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following FEMA's final closeout of this project. The Contractor shall be responsible for verifying FEMA final closeout dates, for purposes of this requirement. The CITY and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of the Contract. This information shall be made accessible at Contractor's local place of business in the CITY's jurisdiction, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the jurisdiction, it shall be the Contractor's responsibility to ensure that all required records are provided to the CITY at Contractor's expense.

**11. Progress Reports:** Contractor shall provide daily progress reports to the Monitor within 24 hours. Such reports shall contain, at a minimum; total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor.

**12. Hazardous Tree and Limb Removal:** Trees, limbs and debris (including fallen trees) which are located partially on or above Public Property or right-of-way shall be cut at the right-of-way line or

property line, and the portion on or above Public Property shall be removed under this Contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a paper or electronic load ticket to document the origin of the load, date, Contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

**13. Stump Removal:** The Contractor shall remove, haul, and dispose all hazardous stumps, as identified by the CITY or Monitor, on Public Property or ROW that have at least 50% of the root ball exposed. Stumps on Public Property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by Contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

**14. Roadway Clearance:** As requested by the CITY, Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by CITY. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

**15. Debris Work Sites:** The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. **Due to the COVID19 outbreak the CONTRACTOR shall furnish all his/her employees with all necessary PPE to protect them and the citizens of CITY.** All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

**16. Permits:** The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.

**17. Payments:** To receive payment under the Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the completed tickets completed by the Monitor at the DMS or disposal sites. The CITY may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

**18. Governing Law and Dispute Resolution:** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of Louisiana. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the state courts of Rapides Parish, Louisiana.

In the event of a disputed claim as to payment or failure to pay any invoice submitted by the Contractor in full or in part payment, then, in that event the Contractor shall first file a formal protest with the CITY's

Chief of Staff, Rich Dupree, 910 Main Street, Pineville, La. 71360, (318) 449-5650, within three days of said rejection. When the complaint by the Contractor is received, the Chief of Staff shall set forth in writing the reason for non-payment or rejection of the invoice, full or partial.

If the Contractor is not satisfied with the response of the Chief of Staff, the Contractor may institute formal litigation.

# **EXHIBIT A**

## **Scope of Services**

The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the CITY during the response to an exigent situation, as well as to restore the public areas to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of the Contract in the shortest time possible.

The work shall consist of clearing, separating, and removing all eligible debris from Public Property only, including ROW of roads. Work shall include: 1) examining and sorting debris to determine whether, or not debris is eligible; 2) loading and sorting the debris; 3) hauling the eligible debris to an approved Debris Reduction Site.

The work to be performed under the Contract shall consist of the permitting and establishment of Debris Management Sites (DMS) as needed for, collection, removal, and reduction of the debris caused by the disaster. The Contractor shall be responsible for all DMS permitting requirements by the Louisiana Department of Environmental Quality. The CITY has land available at its C&D landfill for potential use as a DMS. The Contractor must acquire approval from the CITY prior to using this site and prior to application to LDEQ. The Contractor shall also be responsible for selecting additional sites and securing permission from each site at their sole cost, see item B under section CONTRACTOR'S PRICE PROPOSAL. Eligible debris is considered all storm related debris which is located within the public right of way, and CITY owned properties. It is further defined as debris eligible for reimbursement under the FEMA Public Assistance Grant Program. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage. Each pay item under this Scope of Services shall be hauled separately. Debris removal from private property may be authorized by CITY at the same rates as Right-of-Way (ROW) and Public Property debris removal. Private property debris removal will be evaluated on a case-by-case basis, and Contractor shall not remove debris from private property without written notice and approval from CITY.

**ALL DMS AND TIPPING FEES AND DISPOSAL FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS EXEMPTED HEREIN OR AUTHORIZED BY THE CITY**

### **Payment Items:**

#### **1. Removal and Hauling Vegetative Debris:**

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs required. As identified by and directed by the CITY or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris from Public Property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or disposal site, at the CITY's direction. This pay item includes fallen tree and limb debris that is located on Public Property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on Public Property or ROW. Payment under this pay item shall be based on a per cubic yard quantity.

The Contractor shall extract, transport, and dispose all hazardous stumps on Public Property or ROW that have at least 50% of the root ball exposed. Stumps on Public Property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Stump removals smaller than 2 feet in diameter, or for stumps of any size that do not require extraction nor specialized equipment, payment shall be based on volume at the same per cubic yard rates as for other vegetative debris.

When specialized equipment is required for loading and hauling of stumps two (2) feet in diameter or greater measured 2 feet above the ground, payment shall be based on volume at the same per cubic yard rates as for other vegetative debris. The cubic yard quantity for stumps two (2) feet in diameter or greater shall be derived from the stump conversion table in the Public Assistance Program and Policy Guide, FEMA, FP 104-009-2, January 2016, Appendix E – Stump Conversion Table. Payment shall include extraction, transport, disposal, and filling the root-ball hole. The Contractor shall place compatible fill dirt in ruts created by Contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

## **2. Site Management and Reduction of Vegetative Debris by Grinding:**

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs required. The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by grinding, as directed by the CITY. This may include vegetative debris delivered to the DMS by the Contractor, by the CITY, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the CITY. Payment under this pay item shall be based on a per cubic yard quantity. Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to manage and operate DMS(s) for the acceptance, management, segregation and staging of disaster related debris. DMS(s) layout and ingress and egress plan must be approved by the City's Debris Manager or his Authorized Representative. In addition:

1. The management of DMS(S) includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state and Federal regulatory agencies.
2. Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, hazardous stumps, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.), and applicant(s) (municipalities located within the City's jurisdictional boundaries'). The Contractor shall provide an adequate number of "spotters" at all hauling units off-loading locations within the DMS to provide assistance to drivers and remove any contaminants intermingled with the debris. Provisions, roll off containers with covered tops, shall be made for adequate temporary storage of miscellaneous C&D and any other contaminants removed from the vegetative waste stream entering the DMS.
3. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, site office, water, lighting, portable toilets, and monitoring towers.
4. Contractor is responsible for providing DMS(S) traffic control on roadways at ingress and egress points to the DMS and truck routes within the DMS.
5. Contractor is responsible for providing DMS(S) dust control as well as debris, mud and dust control at ingress and egress points to the DMS(s). An operable water truck shall be available at all time on the DMS(s).
6. Contractor is responsible for providing City approved twenty-four (24) hour site security.
7. Contractor will only permit Contractor vehicles, hauling units and others specifically authorized by the City or its Authorized Representative on site(s).
8. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and site personnel.
9. Contractor is responsible for all associated costs necessary to provide lined containers or

containment areas for the segregation of any HHW that may be mixed with disaster debris.

10. Contractor shall provide a tower(s) from which the City or its Authorized Representative can make volumetric load calls and validate Contractor's trucks are empty when exiting the DMS(s). The tower provided by the Contractor will at a minimum meet the specifications provided in Section 17.6, Debris Site Tower Specifications of this procurement.

11. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, and LADEQ guidelines. The Contractor shall be responsible for all cost associated with soil and groundwater monitoring and soil/water removal and disposal as a result of a chemical or petroleum release associated with the DMS(s) operations.

12. Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the City or its Authorized Representative.

### **3. Loading and Hauling of Vegetative Debris Reduced by Grinding:**

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs required. Contractor shall load and haul all reduced (by grinding) vegetative debris for recycling or disposal at a final disposal site approved by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price proposal on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

### **4. Disposal of Vegetative Debris Reduced by Grinding:**

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs required. Contractor shall dispose all reduced (by grinding) vegetative debris at a final disposal site approved by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price proposal on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

### **5. Removal and Hauling of C&D Debris:**

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs required. As identified by the City or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all construction and demolition (C&D) debris from Public Property and ROW as approved by the City. Contractor shall deliver C&D debris to a transfer station, or landfill approved by the CITY and state environmental agency for C&D debris only.

**Anticipated revenues from the recycling of debris shall be reflected in the unit price proposal on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.**

### **6. Disposal of C&D Debris:**

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs required. As identified by the CITY or Monitor, the Contractor shall accomplish the disposal of all construction and demolition (C&D) debris removed from the ROW or Public Property for disposal at a landfill approved by the state environmental agency for C&D debris only. Disposal shall comply with all federal, state, and local laws and regulations. The tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of debris shall be reflected in the unit price proposal on this pay item.

Payment under this pay item shall be based on a per cubic yard quantity.

#### **7. Removal of Hazardous Hanging Limbs:**

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs required. The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter (measured at the point of break) and in a tree 6" in diameter or larger, from Public Property and ROW, as identified by the CITY or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the CITY or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on Public Property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

#### **8. Removal of Hazardous Leaning Trees:**

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs required. The Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 4.5 feet above ground) from Public Property and ROW, as identified by the CITY or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Trees with canopy touching the ground shall be paid as debris removal and shall not be paid under this line item. Hazardous trees shall be removed and placed on Public Property or ROW for pickup. The CITY or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Proposal Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items.

If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by Contractor's equipment and holes created by removal of hazardous stumps. Stumps on Public Property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The ground surface shall be permanently restored to original grade and slope. The cost of root ball removal, all fill material, and fill placement shall be incidental to the hazardous tree removal cost and will not be eligible for separate payment.

#### **9. Electronics Waste:**

The Contractor shall removal, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from Public Property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price proposal on this pay item. Payment under this item will be per pound (Lbs.).

#### **10. Concrete:**

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on Public Property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price proposal on this pay item. Payment under this item will be per ton.

## EXHIBIT B

### CONTRACTOR'S PRICE PROPOSAL

Date \_\_\_\_\_.

Proposal of \_\_\_\_\_ (hereinafter called

“Contractor”), authorized to do business under the laws of the State of Louisiana, proposes to CITY , (hereinafter called “CITY”). Ladies and Gentlemen: The Contractor, in compliance with your invitation for proposals for:

#### DISASTER DEBRIS REMOVAL

Having examined the specifications with related documents and the sites of the proposed work and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced proposals will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under the Contract on or before a date to be specified in a written “Notice to Proceed” of the CITY and to fully complete the work in the Contractual period of time allotted.

**This price proposal form must be fully completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this fully completed price proposal will be rejected.**

Contractor acknowledges receipt of the following addenda:

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Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

#### INTERPRETATION OF ESTIMATED QUANTITIES

The assumed quantities listed below are estimates only. These quantities do not reflect the actual quantities of debris that will be moved as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the CITY or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given below will be used for the sole purpose of assisting the CITY in its evaluation of the proposals for potential award of a Contract. ALL Proposers MUST GUARANTY A MINIMUM AMOUNT OF VEGETATIVE AND C&D DEBRIS TO BE REMOVED WEEKLY!! PROPOSER'S GUARANTIED REMOVAL QUANTITIES MUST BE ENTERED UNDER ITEM A.



**SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE**

| <b>Equipment Type – Ref. to Section No. 17.7 of RFP</b>         | <b>Hourly Equipment Rate</b> |
|---|------------------------------|
| Bobcat Loader, 60 Hp, w/grapple, w/Operator                     |                              |
| Bucket Truck w/Operator (list each lift height rate separately) |                              |
| Crash Truck w/Impact Attenuator and driver                      |                              |
| Dozer, Tracked, D5 or similar w/Operator (Wt./Hp)               |                              |
| Dozer, Tracked, D6 or similar w/Operator (Wt./Hp)               |                              |
| Dozer, Tracked, D7 or similar w/Operator (Wt./Hp)               |                              |
| Dozer, Tracked, D8 or similar w/Operator (Wt./Hp)               |                              |
| Dump Truck, 18 CY-20 CY w/CDL Driver                            |                              |
| Dump Truck, 21 CY-30 CY w/CDL Driver                            |                              |
| Dump Truck, 31 CY-70 CY w/CDL Driver                            |                              |
| Dump Truck 70 CY-110 CY w/CDL Driver                            |                              |
| Generator/ Light Plant w/fuel and maintenance(Specify KW)       |                              |
| Grader w/12' Blade and Operator (Wt./Hp)                        |                              |
| Hydraulic Excavator, 1.5 CY (Wt. & Hp) w/Operator               |                              |
| Hydraulic Excavator, 2.5 CY (Wt. & Hp) w/Operator               |                              |
| Knuckle boom Loader,10,000 lb. capacity w/Operator              |                              |
| Lowboy Trailer w/Tractor and Driver                             |                              |

|  |  |
|--|--|
| Mobile Crane (Adequate for hanging limbs/leaning trees) w/Operator (List lift capacity/ rate separately) |  |
| Pickup Truck, .5 Ton   |  |
| Pickup Truck, 1.0 Ton  |  |
| Truck, Flatbed w/Driver (Model & Hp)   |  |
| Water Truck,3,000-5,000 gal w/CDL Driver (List tank capacity)  |  |
| Wheel Loader, 2.5 CY, 950 or similar (Wt. & Hp) w/Operator   |  |
| Wheel Loader, 3.5 – 4.0 CY, 966 or similar (Wt. & Hp) w/Operator   |  |
| Wheel Loader, 4.5 CY, 980 or similar (Wt. & Hp) w/Operator   |  |
| Wheel Loader-Backhoe, 1.0 – 1.5 CY (Wt. & Hp) w/Operator   |  |
| Other – Provide Separate List (Wt. & Hp) w/Operator  |  |

| <b>Labor Category</b>                                    | <b>Hourly Labor Rate</b> |
|--|--------------------------|
| Operations (Project) Manager w/communications and Pickup |                          |
| Crew Foreman w/Cell Phone and Pickup                     |                          |
| Licensed Tree Climber with Chainsaw                      |                          |
| Licensed Chainsaw Operator (saw man)                     |                          |
| Laborer w/small tools, traffic control, or flag person   |                          |

| LINE ITEM | DESCRIPTION   | ESTIMATED QUANTITY | UNIT PRICE | EXTENDED AMOUNT |
|-----------|---|--------------------|------------|-----------------|
| 0001      | Eligible ROW Vegetative Debris Removal (Collection & Haul), consisting of removal and transport of vegetative debris on the ROW to an approved DMS or other designated disposal facility.                   | 100,000 CU YD      |            |                 |
| 0002      | Eligible ROW C&D Debris Removal (Collect and Haul) consisting of removal and transport of C&D debris on the ROW to a designated disposal facility.  | 40,000 CU YD       |            |                 |
| 0003      | DMS Management and Operations, consisting of the management and operation of DMS(s) for acceptance, management, segregation and staging of disaster related debris.   | 25,000 CU YD       |            |                 |
| 0004      | Grinding of Eligible Vegetative Storm Debris (Reduction of Storm Generated Debris) consisting of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by grinding. | 25,000 CU YD       |            |                 |
| 0005      | Removal of Eligible Hazardous Trees:  |                    |            |                 |

|      |  |         |  |  |
|------|--|---------|--|--|
|      | 6 inch to 12.99 inch in diameter   | 200 EA  |  |  |
|      | 12 inch to 23.99 inch in diameter  | 50 EA   |  |  |
|      | 24 inch to 35.99 inch in diameter  | 50 EA   |  |  |
|      | 36 inch to 47.99 inch in diameter  | 20 EA   |  |  |
|      | 48 inch and larger diameter  | 5 EA    |  |  |
| 0006 | Removal of Eligible Hazardous Limbs, consisting of removing (cutting) hazardous limbs from trees. Unit price is per tree.          | 500 EA  |  |  |
| 0007 | Removal of Eligible Hazardous Stumps consisting of removing hazardous stumps,backfill, transport and final disposal, all inclusive |         |  |  |
| 0008 | Removal, hauling, and recycling or disposal of concrete and masonry materials..  | 50 TONS |  |  |
|      | Greater than 24 inch to 36.99 inch in diameter   | 100 EA  |  |  |

|      |   |         |  |  |
|------|---|---------|--|--|
|      | 37 inch to 48.99 inch in diameter                                 | 40 EA   |  |  |
|      | 49 inch and larger in diameter                                    | 5 EA    |  |  |
| 0009 | Removal, hauling, and recycling or disposal of electronics waste. | 1000LBS |  |  |

TOTAL ESTIMATED UNIT PRICE

(Line Items 0001 through 0009)

## **ADDITIONAL SERVICES PROVIDED AT NO COST:**

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Mobile Command Unit- Contractor shall provide use of the mobile command unit for CITY's debris recovery management personnel to serve as a field operations command center.
- E. Temporary Storage of Documents- Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts- Contractor shall assist in disaster debris recovery planning efforts as requested by the CITY. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation- Contractor shall provide and submit to the Monitor and the CITY, all reports and documents as may be necessary to adequately document its performance of the Contract, to include all requirements for documentation requested by FEMA or the state emergency management agency for reimbursement of costs.

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

\_\_\_\_\_   
Business

\_\_\_\_\_   
Name (please print)

\_\_\_\_\_   
Address

\_\_\_\_\_   
Signature

\_\_\_\_\_   
CITY, State, Zip Code

\_\_\_\_\_   
E-mail

\_\_\_\_\_   
Office Phone

\_\_\_\_\_   
Fax Number

(Seal - if proposal is by corporation)

# EVALUATION & CONTRACT AWARD

## EVALUATION:

- A. The CITY reserves the right to conduct a pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Proposer who after evaluation of the criteria stated in Item D is determined to best meet the needs of the CITY. The CITY has the option to:
1. Request that Proposer(s) modify their proposal to more fully meet the needs of the CITY or to furnish additional information as may be reasonably required.
  2. Process the selection of the successful Proposer without further discussion with or notification to the other Proposers.
  3. Waive any irregularity in any proposal, or reject any and all Proposals should it be deemed in the CITY's best interest to do so. The CITY shall be the sole judge of Proposer's qualifications and reserves the right to verify all information submitted by Proposer(s).
- B. In order to initiate action toward making the required determinations, the CITY must have available, from each Proposer who is or may become eligible for an award, certain current information concerning each apparent or prospective eligible Proposer. In many cases it is deemed advisable to conduct investigations of several Proposers concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful Proposer is not eligible to receive an award.
- C. Award will be made to one or more Proposers that the CITY determines can accomplish the requirements set forth in the Request for Proposal packet in a manner most advantageous to the CITY, cost and other factors considered or to reject any and all Proposals.
- D. Proposer's Evaluations
1. Proposals will be evaluated based on proposed prices, weekly production rates for debris removal, qualifications, years of similar experience and projects, available equipment and key personnel for performance, references, utilization of woman and/or minority owned business enterprises, proposed time for project completion, and other factors determined by the CITY. Proposers shall include sufficient information to allow the CITY to thoroughly evaluate their proposals. Each properly submitted proposal shall be evaluated by the Administrative Staff of the CITY, consultants, and any other parties deemed necessary. The contract will be awarded to the most qualified responsive, responsible proposer. Each proposer should make their own assessments of the quantities of debris to arrive at their costs.
  2. Criteria for Evaluation and Award  
The successful Proposer will be selected based upon the best response offered to CITY. CITY will use the following criteria and weight to determine the best response.



| <b>CRITERIA</b>                   | <b>WEIGHT</b> |
|-----------------------------------|---------------|
| Price                             | 0-25 points   |
| Qualifications of Staff           | 0-20 points   |
| Technical Approach and Experience | 0-25 points   |
| Similar Project and References    | 0-20 points   |
| Production Capability             | 0-10 points   |

Respondents may be requested to give an oral presentation after submission of proposals should CITY find it necessary, in order to determine which is the best received.

# **EXHIBIT C**

## **DISASTER RELIEF AND RECOVERY PROVISIONS**

### **FEDERAL FUNDING**

The CITY has or may apply to the Federal government (either directly or through an intervening agency) for funds which will be used to pay the selected Contractor or reimburse the CITY for payments made to Contractor under the Contract, including but not limited to the Federal Emergency Management Agency (“FEMA”) under its public assistance program. The selected Contractor shall be familiar with and comply with all laws, rules, regulations and programmatic requirements of the applicable State and Federal agencies providing financial assistance, including but not limited to the Federal Emergency Management Agency (“FEMA”) and its public assistance program, in the performance of work under the Contract. Accordingly, in addition to the terms and conditions otherwise contained in the purchase order or contract (“Contract”) to which this Exhibit is attached, with respect to any and all goods, services, work, or other matters performed or provided by Contractor or its subContractors under the Contract, the provisions of this Exhibit entitled “Disaster Relief and Recovery Provisions” attached hereto and incorporated herein by this reference shall apply. In the event of any conflict between the provisions of this Exhibit and the other terms and conditions contained in the Contract, the terms of this Exhibit shall apply. Contractor shall also comply with the terms and conditions of any federally funded subaward and grant agreement entered into between the CITY and the State of Louisiana.

### **INDEMNITY OF FUNDING ENTITIES**

Contractor agrees to indemnify and hold harmless the State of Louisiana, the Federal Government and its agencies (including but not limited to the Federal Emergency Management Agency (“FEMA”)) and the CITY, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys’ fees for trial and appeal, and for the preparation of same arising out of the Contractor’s, its officers’, agents’, employees’ and subContractors’ acts or omissions associated with this Contract.

### **SUSPENSION AND DEBARMENT (§200.213)**

CONTRACTOR(s) with CITY are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

### **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321**

- A. The CITY shall take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Proposers shall complete the MBWB Participation Statement, attached as Attachment 9.
- B. Affirmative steps shall include:
  - Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime CONTRACTOR(s), if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

#### **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (§60-1.4)**

During the performance of this contract, the CONTRACTOR(s) agrees as follows:

- A. The CONTRACTOR(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR(s) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR(s), state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONTRACTOR(s) shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR(s) legal duty to furnish information.
- D. The CONTRACTOR(s) shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR(s) commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR(s) shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- F. The CONTRACTOR(s) shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR(s) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR(s) may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The CONTRACTOR(s) shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each Sub-CONTRACTOR(s) or proposer. The CONTRACTOR(s) shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the CONTRACTOR(s) becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR(s) or proposer as a result of such direction, the CONTRACTOR(s) may request the United States to enter into such litigation to protect the interests of the United States.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).**

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and under 40 U.S.C. 3702 of the Act, each CONTRACTOR(s) shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **E-VERIFY PROGRAM**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subContractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subContractor during the term of the Contract. The Contractor shall provide to the CITY, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it

will require each subContractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subContractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the CITY upon request.

**CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)**

For contracts and sub grants of amounts in excess of \$150,000 the non-Federal CONTRACTOR(s) shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**COMPLIANCE WITH COPELAND “ANTI-KICKBACK”**

- A. CONTRACTOR(s). The CONTRACTOR(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The CONTRACTOR(s) or Sub-CONTRACTOR(s) shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the Sub-CONTRACTOR(s) to include these clauses in any lower tier subcontracts. The prime CONTRACTOR(s) shall be responsible for the compliance by any SUB-CONTRACTOR(s) or lower tier SUB-CONTRACTOR(s) with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR(s) and SUB-CONTRACTOR(s) as provided in 29 C.F.R. § 5.12.

**BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

CONTRACTOR(s) shall file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Proposers shall complete the Certification Regarding Lobbying, attached hereto as Attachment 7.

**TERMINATION FOR CONVENIENCE**

The CITY may terminate any awarded contract at any time for any reason by giving at least thirty (30) days’ notice in writing to the awarded Proposer. If the contract is terminated by the CITY as provided herein, the awarded Proposer shall be entitled to receive payment for those services reasonably performed to the date of termination.

## **TERMINATION FOR CAUSE**

If the awarded Proposer fails to comply with any of the terms and conditions of the awarded contract, the CITY may give notice, in writing, to the awarded Proposer of any or all deficiencies claimed. The notice shall be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the CITY may, with no further notice, declare the awarded contract to be terminated. The awarded Proposer shall thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the CITY by reason of the awarded Proposer's failure to comply with the awarded contract.

Notwithstanding the above, the awarded Proposer is not relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Contract by the awarded Proposer and the CITY may withhold any payments to the awarded Proposer for the purpose of setoff until such time as the amount of damages due the CITY from the awarded Proposer is determined.

# **EXHIBIT D**

## **REQUIRED FORMS**

- Proposers CERTIFICATION
- LIST OF PROPOSED SUBCONTRACTORS
- ANTI-COLLUSION AFFIDAVIT
- ANTI-LOBBYING AFFIDAVIT
- CONFLICT/NON-CONFLICT OF INTEREST/ LITIGATION STATEMENT
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
- DRUG-FREE WORKPLACE AFFIDAVIT

**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the CITY adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the CITY or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

Sworn to and subscribed before me \_\_\_\_\_

BY:

this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
Signature of Notary  
Notary Public, State of

\_\_\_\_\_  
MAILING ADDRESS/ OR IF DIFFERENT  
YOUR PRINCIPAL PLACE OF BUSINESS

Personally Known

\_\_\_\_\_  
CITY, STATE, ZIP CODE

-OR-

Produced Identification

( )

TELEPHONE NUMBER

Type: \_\_\_\_\_

( )

FAX NUMBER

DUNS Number: \_\_\_\_\_

Company Tax ID #  
(The CITY only requires Company Tax Id numbers. The CITY is not requesting individual social security numbers.)

\_\_\_\_\_  
EMAIL ADDRESS



LIST OF PROPOSED SUBCONTRACTORS

DISASTER DEBRIS REMOVAL AND DISPOSAL

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

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

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

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

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

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

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

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

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

(Make Additional Copies of this Sheet if Needed)

ANTI-COLLUSION  
AFFIDAVIT

STATE OF

PARISH OF

, being first duly sworn deposes and says that:

1. He is the \_\_\_\_\_ of \_\_\_\_\_ attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not collusive or sham proposal;
4. Neither the said Proposer, nor any of its officers, partners, CITY's agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix any overhead, profit, or cost element of the proposal price of any other Proposer to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against \_\_\_\_\_, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, CITYs, employees, or parties, in interest, including this affiant.

\_\_\_\_\_(Signature)

\_\_\_\_\_(Printed Name and Title)

Subscribed and sworn to before me,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

CITY of \_\_\_\_\_, LA

My Commission expires \_\_\_\_\_

**ANTI-LOBBYING  
AFFIDAVIT**

**STATE OF**

**PARISH OF**

, being first duly sworn deposes and says that:

1. He is the \_\_\_\_\_ of; \_\_\_\_\_  
(Title) (Company Name)
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not collusive or sham proposal;
4. Neither the said Proposer, nor any of its officers, partners, CITY's agents, representatives, employees, sub-Contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or other award covered by 31 U.S.C. 1352, and
5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, CITYs' agents, representatives, employees, sub-Contractors or parties in interest.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

Subscribed and sworn to before me,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

CITY of \_\_\_\_\_, LA

My Commission expires \_\_\_\_\_

## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

### CHECK ONE

- To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

- The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

## LITIGATION STATEMENT

### CHECK ONE

- The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against it by such entities during the past ten (10) years.
- The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any court, state or federal, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION LOWER TIER COVERED  
TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

Date

**INSTRUCTIONS FOR CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within \_\_\_\_\_ Request for Proposal Number \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_\_, hereby certifies that

\_\_\_\_\_ does:  
*(Name of Business)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
PROPOSER'S SIGNATURE

\_\_\_\_\_  
DATE

**PERFORMANCE  
BOND**  
RFP #

STATE OF LOUISIANA

CITY OF

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the CITY of \_\_\_\_\_, and State of \_\_\_\_\_, as principal, and \_\_\_\_\_ authorized under the laws of the State of Louisiana to act as surety on bonds for principals, are held and firmly bound unto the CITY (CITY), in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the CITY, dated the \_\_\_ day of \_\_\_\_\_, 2020, to which contract is hereby referred to and made apart hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.



**PERFORMANCE  
BOND**  
RFP #

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of 2020.

Principal

Surety

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

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

Title \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# SAMPLE BID TABULATION SHEET

| CITY OF PINEVILLE<br>DISASTER DEBRIS REMOVAL AND DISPOSAL TAB SHEET<br>9/3/2020, 5:00 o'clock p.m., local time |            |          |          |          |          |          |          |
|--|------------|----------|----------|----------|----------|----------|----------|
| CRITERIA   | WEIGHT     | VENDOR 1 | VENDOR 2 | VENDOR 3 | VENDOR 4 | VENDOR 5 | VENDOR 6 |
|  |            | POINTS   | POINTS   | POINTS   | POINTS   | POINTS   | POINTS   |
| PRICE  | 0-25       |          |          |          |          |          |          |
| QUALIFICATIONS   | 0-20       |          |          |          |          |          |          |
| TECHNICAL APPROACH AND EXPERTISE   | 0-25       |          |          |          |          |          |          |
| SIMILAR PROJECTS AND REFERENCES  | 0-20       |          |          |          |          |          |          |
| PRODUCTION CAPABILITY  | 0-10       |          |          |          |          |          |          |
| <b>TOTAL WEIGHT AND POINTS</b>   | <b>100</b> |          |          |          |          |          |          |

# STATE OF LOUISIANA

## **NON-EXCLUSIVE CONTRACT FOR CLEAN-UP OF DEBRIS RESULTING FROM DISASTERS**

This contract (this "Contract") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Pineville (the "CITY") and \_\_\_\_\_ ("Contractor") authorized to transact business in the State of Louisiana (the "State").

WHEREAS, the CITY is located in an area subject to a variety of potential disaster, including catastrophic disasters, such as major hurricanes which may produce huge quantities of debris; and

WHEREAS, the CITY desires to retain the services of Contractor, and Contractor desires to provide services to clean up, remove, separate, reduce and dispose of Debris as defined in the Scope of Services set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, the Contractor represents that it is willing and capable of performing the Services, including, but not limited to proper documentation preparation, management and event closure services; and

WHEREAS, Contractor represents that it is knowledgeable and has experience in the provision of the Services and in insuring that all Services qualify for reimbursement under FEMA and the state emergency management agency, as hereinafter defined;

NOW, THEREFORE, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the CITY and Contractor hereby contract and agree to comply with these Contract Documents.

The contract documents which comprise and supplement the Contract between the CITY and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:

1. This Contract;
2. All Exhibits, including Exhibit A – Scope of Services and Exhibit B – Contractor’s Price Proposal;
3. Notice seeking “Request for Proposal” issued September 3rd, 2020;
4. Request for Proposals for City of Pineville, LA Disaster Debris Removal and Disposal issued September 3rd, 2020
5. Contractor’s Qualifications;
6. General Conditions;
7. Contractor’s Bonds and Certificates of Insurance;
8. Notice of Award;
9. Notice to Proceed; and
10. Any modifications, including Change Orders duly delivered after execution of this Contract.

If language or terms in these documents conflict, the following order will determine which document’s language or terms control. Contract, including Exhibit A – Scope of Services and Exhibit B – Contractor’s Proposal, duly authorized Change Orders, General Conditions, Notices, Bonds, and Contractor’s Qualifications.

This Contract will be executed in multiple counterparts, each one of which, when so executed, shall constitute an original.

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

CONTRACTOR

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

Its: \_\_\_\_\_

CITY

By \_\_\_\_\_

Its: \_\_\_\_\_

Attest.: \_\_\_\_\_