

## City of Alexandria

Purchasing Department P.O. Box 71 Alexandria, Louisiana 71309-0071



Office: (318) 441-6180 Fax: (318) 441-6185

Request for Proposals (RFP) will be received until **2:00 PM CDT, Thursday, November 1, 2018** and opened at the City of Alexandria Purchasing Dept.

City of Alexandria RFP #1429P

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Date RFP Prepared: October 4, 2018

<u>Bid Bond Requirements:</u> A bid bond or check for <u>N/A%</u> of the total amount of bid.

<u>Performance Bond Requirements:</u> In the event bid is accepted, a performance bond shall be required in the amount of N/A%.

### Please file bid with the following:

Wilma Kelly, Senior Buyer City of Alexandria – Purchasing Dept. 2021 Industrial Park Road Bldg. WH Alexandria, LA 71303

Phone: 318-441-6162 Fax: 318-619-3415

#### INTRODUCTION

#### DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES

The City of Alexandria (COA) seeks to establish a contract or contracts with a qualified vendor(s) to provide Disaster Debris Removal, Reduction and Disposal Services in compliance with Federal, State and Federal Emergency Management Agency (FEMA) requirements.

For award purposes, offers will be evaluated by the total of proposed prices for the Base Year and Option Renewal Years One and Two. Evaluation of the option renewal years will not obligate the COA to exercise the options.

The resulting contract will remain in effect for a period of twelve (12) months from award date. Contingent upon the availability of funds and the ability of the successful offeror to honor the proposed prices, the City reserves the right to renew the existing contract for a period of up to twenty-four (24) additional months, in twelve (12) month increments, with a sixty (60) day funding out clause.

Proposals may be returned either by mail; or hand delivered to the City of Alexandria Purchasing Department, located at 2021 Industrial Park Road, Building WH, Alexandria, LA 71303.

Questions and/or clarification of proposal specifications are to be in written form only, either mailed, faxed, or emailed to the attention of <u>Darren Green</u>, <u>City of Alexandria Landscape Architect</u>, PO Box 71, Alexandria, LA 71309-0071; Phone (318)446-2342, Fax (318)441-6377; Email <u>darren.green@cityofalex.com</u>; and must be received by <u>5:00 PM CDT</u>, <u>Thursday</u>, <u>October 25, 2018</u>.

#### GENERAL CONDITIONS FOR BIDDERS - PLEASE READ CAREFULLY

- 1. Pursuant to LA R.S 38:2212.1. C.(1)(2), any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified.
- 2. Pursuant to LA R.S. 38:2212 B.(1), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Alexandria. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
- 3. Preference shall be given to bidders quoting F.O.B. Destination (the City of Alexandria using department), FREIGHT PREPAID, unless otherwise requested.
- 4. Each bidder shall submit his proposal on the proposal form furnished by the City of Alexandria Purchasing Department. The complete bid package must be returned as issued by the City with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, shall result in the vendor's entire bid package being rejected.
- 5. Literature, brochures, and other related paperwork attached to the bid should be identified with the name of the bidder and bid item number.
- 6. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.
- 7. Pursuant to LA R.S. 38:2212 F., the bid specifications may contemplate a fixed escalation or deescalation in accordance with the United States Bureau of Labor Statistic's Consumer Price Index or the Producer Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid for any item of a public work, at the discretion of the City.
- 8. Pursuant to LA R.S. 38:2212.1. F., any public procurement unit may participate in a cooperative purchasing agreement with the City of Alexandria to acquire quantities of the above listed items under a contract with the City of Alexandria for items awarded by public bid, pursuant to the cooperative purchasing provisions of Part VII of Chapter 17 of Subtitle III of Title 39 of the Louisiana Revised Statures of 1950, R.S. 39:1701 et seq.
- 9. The City of Alexandria reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Price(s) should be itemized.)
- 10. All erasures or corrections on the bid form must be initialed and the City of Alexandria may rely on the apparent authority represented by the initials.
- 11. The City of Alexandria reserves the right to reject for cause any and all bids or parts of bids, or accept bids most beneficial to the City.

### **General Conditions for Bidders - Please Read Carefully (Continued)**

- 12. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.
- 13. Bids shall be opened publicly in the City Council Chambers or Council Committee Room.
- 14. Cash discounts may be accepted, but SHALL NOT be considered in making award.
- 15. Regarding a bid for purchase of materials, supplies or services, not to include construction of any public works, a written notice of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.
- 16. When any bid is accepted for the construction or doing of any public works, a written contract shall be executed by and between the City of Alexandria and the Contractor. No contract shall be binding upon the City until it has been executed by the City and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised for public bid, said decision to be in the sole judgment of the City of Alexandria. This action may result in the loss of bidding privileges for a period of one (1) year.
- 17. The City of Alexandria shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.
- 18. The City of Alexandria is exempt from all sales taxes. A sales tax exempt form shall be furnished by the City of Alexandria Purchasing Department, if requested.
- 19. Bidder(s) awarded item(s) by the City of Alexandria shall be responsible for supplying all products at the awarded price(s). Failure may result in the City's cancellation of the remaining items awarded.
- 20. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the City of Alexandria and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:
  - (a) By mutual agreement and consent of either party upon thirty (30) days written notice to the other party;
  - (b) By the Mayor, on behalf of the City of Alexandria, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or
  - (c) By satisfactory completion of all services and obligations described in the contract.

#### **General Conditions for Bidders - Please Read Carefully (Continued)**

If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the City of Alexandria Purchasing Department by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right to appeal to the City Council within ten (10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the City Council and delivered to the City Clerk, stating that an appeal to the decision of cancellation is desired. The City Council shall thereafter hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the city Council may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its findings.

- 21. Contractors submitting bids for Public Works construction projects in excess of \$1.00 must show his Contractor's License Number on the front of the bid envelope, except for certain projects for which a Contractor's License Number is not required by the State Contractor's Licensing Board. Failure to comply with this directive shall result in automatic bid rejection, furthermore, any Contractor who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LA R.S. 37:2163, and shall be subject to all provisions for violation and penalties thereof. Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per LA R.S. 38:2212 B.(5)(a)(b)(c) (see Item #22 below).
- 22. <u>All bids submitted via USPS (registered or certified), overnight courier or hand delivered, shall be signed by hand and in ink by an authorized company representative per LA R.S. 38:2212 B.(5)(a)(b)(c), which states:</u>
  - (c)(i) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the State of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:
  - (aa) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the Secretary of State.
  - (bb) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principle, or other documents indicating authority which are acceptable to the public entity.
  - (cc) The corporation, partnership, or other legal entity has filed in the appropriate records of the Secretary of State in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

#### **General Conditions for Bidders - Please Read Carefully (Continued)**

- 23. In-State preferences shall not apply to procurements involving federal funds.
- 24. Pursuant to LA R.S. 38:2212 O.(2)(a)(b), any modifications of plans and specifications will be made through an addendum. No addendum shall be issued within seventy-two (72) hours of the bid opening, excluding weekends and legal holidays, without the extension of the bid opening date. An extension of at least seven (7) but no more than thirty (30) working days is required but, re-advertising is not required. The addendum shall be transmitted by any one of the following methods: (1) facsimile transmission; (2) e-mail; (3) by hand; or (4) posted on the City of Alexandria's website (<a href="www.cityofalexandriala.com">www.cityofalexandriala.com</a>) and posted on Central Bidding's website (<a href="www.centralauctionhouse.com">www.centralauctionhouse.com</a>) if applicable.
- 25. All Federal Transit Administration (FTA) funded procurements, including operating assistance funding contracts, are to follow the *Master Agreement*, to include all applicable federal clauses.
- a. Any bidder that is found listed on the Federal Government's *System for Award Management* (SAM) website, at <a href="www.sam.gov/portal/sam">www.sam.gov/portal/sam</a>, under the advanced search feature for *Excluded Parties List System* (EPLS), shall automatically be rejected for the award of this bid, by Category and/or in its entirety. This applies to any portion of the bid that is a procurement funded by FTA.
- 26. Under the City's AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program), participation by minority and/or disadvantaged business enterprise firms is encouraged. Inquiries about the AFEAT Program should be directed to the Division of Finance. As a part of its RFP response, each Bidder shall submit documentation of its bona fide effort to secure subcontractors that meet the City's AFEAT goals. Each bidder shall also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

### Alexandria Fairness, Equality, Accessibility, and Teamwork Program (AFEAT)

#### Dear Vendor:

Under the City's AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program), participation by minority and/or disadvantaged business enterprise firms is encouraged. The AFEAT Program should be inquired about through the Division of Finance. The goals for qualifying disadvantaged, minority and female owned business in the use of professional service agreements with prime contractors will help effectuate the goals of increasing: the competitive viability of small business, minority, and women business enterprise by providing contract, technical, educational, and management assistance; business ownership by small business persons, minority persons, and women (including professional service opportunities); and the procurement by the City of professional services, articles, equipment, supplies, and materials from business concerns owned by small business concerns, minority persons, and women.

Prime contractors offering subcontracting should take specific action to ensure that a bona fide effort is made to achieve maximum results towards meeting the established goals. Primes shall document efforts and shall implement steps at least as extensive as the following in a good faith effort to reach or exceed the established goals:

- A. Establish and maintain a current list of minority and female owned businesses in Alexandria, in Rapides Parish, and in the State of Louisiana.
- B. Document and maintain a record of all solicitations of offers for subcontracts from minority or female construction contractor and suppliers in Alexandria, in Rapides Parish, and in the State of Louisiana.
- C. Secure listing of minority and women owned businesses from the City of Alexandria Purchasing Department, the Central Louisiana Business Incubator, and the State of Louisiana Department of Minority Affairs.
- D. Participate in associations which assist in promoting minority and women owned businesses such as the Central Louisiana Business League, the Central Louisiana Business Incubator, and the Entrepreneurial League System.
- E. Designate a responsible official to monitor all activity made in the effort to achieve or exceed the established goals; record contacts made, subcontracts entered into with dollar amounts, and other relevant information.

For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit <a href="https://www.diversityinaction.org">www.diversityinaction.org</a>.

Should you have any questions or comments, please do not hesitate to contact our Finance Department at 318-449-5091 or our Purchasing Department at 318-441-6180.

Sincerely,

City of Alexandria

	AFFIDAVIT OF BIDDER
STATE OF LOUISIANA	
PARISH OF	
BEFORE ME, the undersignersonally came and appeared:	ned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid,
contains the discourage of the second of the	BIDDER
who, after being duly sworn, did decl	are and state:
Appearer's company is regis	stered and participates in a status verification system to verify that all employees in the state of
Louisiana are legal citizens of the Un	ited States or are legal aliens.
Appearer shall continue, dur	ring the term of the contract, to utilize a status verification system to verify the legal status of all
new employees in the state of Louisia	ına.
Appearer shall require all	subcontractors to submit to appearer a sworn affidavit verifying compliance with La. R.S.
38:2212.10 (C) (1) and (C) (2).	
Appearer has the authority a	nd personal knowledge requisite to testify to the matters stated herein.
	NAME OF BIDDER
	AUTHORIZED SIGNATORY OF BIDDER
	TITLE OF AUTHORIZED SIGNATORY OF BIDDER
	SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER
SWORN TO AND SUBSCE	RIBED before me, Notary Public, in(CITY) ,(STATE)
on this day of	
_	NOTARY PUBLIC (Notary ID/Bar Roll No) Printed Name: My commission expires

#### INSTRUCTIONS TO OFFERORS

#### 1. DEFINITIONS AND ACRONYMS:

Authorized Representative: May be another City of Alexandria Employee or a contracted debris removal monitoring contractor.

C & D: Construction Demolition debris.

City or City of Alexandria (COA): The City of Alexandria, a municipal corporation of the State of Louisiana. All are used interchangeable and have the same meaning.

Contractor/Awardee/Consultant: The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

DMS: Debris Management Site

EPA: Environmental Protection Agency

HHW: Household Hazardous Waste

LADEQ: Louisiana Department of Environmental Quality

MUTCD: Manual on Uniform Traffic Control Devices

OSHA: Occupational Safety and Health Administration

Proposer/ Offeror: One who submits a proposal in response to this solicitation. The terms "Offeror" and "Proposer" are used interchangeable and have the same meaning.

ROW: Right of Way

Request for Proposal (RFP): A method of procurement permitting discussions with the responsible offerors (at the discretion of the City) and revisions to proposals prior to award of a contract.

SHASP: Site Specific Health and Safety Plan

Successful Offeror/Awardee: The qualified, responsible and responsive Offeror to whom the COA makes an award on the basis of the City's evaluation as hereinafter provided.

TSDF: Hazardous Waste Treatment, Storage and Disposal Facility

Task Order/Purchase Order: Form(s) used to initiate contract service. The terms "Task Order" and "Purchase Order" are used interchangeable and have the same meaning.

#### 1.0 INTRODUCTION

The City of Alexandria seeks to establish one or more pre-position contracts for removal of disaster generated FEMA eligible "Hazardous Trees", "Hazardous Limbs", "Hazardous Stumps", Vegetative Debris and Construction Demolition Debris (C&D). Services under this contract(s) may also include management of one or multiple Debris Manage Sites (DMS), reduction of and/or final disposition of all storm generated debris and other emergency clean-up activities associated with a hurricane, ice storm, tornado or other natural or manmade disaster. The offeror should at a minimum have performed at least five (5) debris removal, reduction and disposal operations in excess of 50,000 cubic yards of vegetative and 25,000 cubic yards of C&D debris in which the firm was the prime contractor and provide references for the communities where these operations took place within the last ten (10) years.

The resulting contract term will be for one (1) base year with the option to renew the contract for another two (2) years in one (1) year increments at the City of Alexandria's discretion.

#### 2.0 GENERAL REQUIREMENTS

#### 2.1 Proposal Contact

See Page 1.

#### 2.2 Post Award Contact

Darren Green, Debris Manager

Phone: 318-441-6060 Fax: 318-441-6377

E-mail: darren.green@cityofalex.com

#### 2.3 Proposal Format

The proposal must be submitted on 8-1/2 x 11 inch paper, numbered, typewritten with headings, sections and sub-sections identified appropriately.

#### 2.4 General Submittals

- a. Letter of Transmittal: This letter will summarize in a brief and concise manner that the Offeror understands the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Offeror, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Offeror must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two (2) pages in length.
- b. Type of Business: The Offeror shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, LLC, etc.). The Offeror shall identify whether the business entity is incorporated in Louisiana, another state, or a foreign country.
- c. FEIN: Provide the Federal Employer Identification Number of the Offeror.

- d. SSN: In the case of a sole proprietorship or partnership, provide the Social Security numbers for all owners/partners.
- e. Principals: The Offeror must name all persons or entities serving, or intending to serve as principals in the Offeror's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development of the proposal.
- f. Corporate Information: If an Offeror is a corporation or LLC it shall be certified with the Louisiana Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Louisiana. The corporate seal should be affixed to the bid.
- g. List any licenses or certificates related to the scope of work described in the RFP. State if the Offeror does not have any related or applicable licenses or certifications.
- h. Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Offeror in the past seven (7) years which is related to the services that the Offeror provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Offeror in the past seven (7) years.
- i. List any regulatory or license agency sanctions. State if there are no license sanctions against the Offeror.
- j. Include a signed and dated copy of last addendum issued by the City of Alexandria, Purchasing Dept., if any. State no addendum issued if none were issued.
- k. The Offeror shall provide a listing of current contracts in Louisiana. The Offeror shall include a table or other informational diagram/format indicating the allocated and available resources. Indicate commitment of availability of staff and resources to the City of Alexandria.
- l. Offeror must list and provide required information from <u>all</u> debris removal projects in excess of the limit stated in paragraph 1.0, within the past seven (7) years. Failure to list and provide the required information from <u>any</u> project the Offeror has managed in excess of these limits within the past seven (7) years may result in proposal rejection. Required information from each project listed includes total cubic yards collected, total dollar amount of each project and corresponding amount reimbursed to the applicant. The Offeror must also provide a contact person, telephone number, fax number and e-mail address for each project. The Offeror may NOT use past experience as a subcontractor to demonstrate past experience.
- m. Provide references from existing contracts and/or past clients' for which the Contractor has actively performed disaster debris removal work. At least three (3) of the references should be from clients where the Contractor has successfully completed debris removal projects in excess of the limits stated in paragraph C.1.

- n. Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Offeror will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:
  - Ability to manage activation of multiple contracts
  - Methods for mobilization/demobilization
  - Geographic area management, sectoring
  - Loading, hauling and reduction of debris
  - Documenting and resolving damages
  - Invoicing and data management.
- o. Project Specific Personnel- Provide an organizational chart that lists personnel assigned to the City of Alexandria 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.

Provide resumes for the project manager, operations manager and other key personnel proposed for the project. Resumes will not be counted toward the 25 page limit.

- p. Provide financial records in sufficient detail to determine capability to perform the contract.
- q. 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.

**3.0 PRICE PROPOSAL** - The Offeror shall use the Price Proposal forms included in these RFP documents – Schedule 1- Hourly Equipment and Labor Price Schedule AND Schedule 1-Unit Rate Price Schedule". Copies shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

Prices are to remain firm for the initial contract term and any option period as indicated on the Price Proposal.

#### 4.0 EVALUATION AND AWARD CRITERIA:

The City will evaluate the Contractor's proposals based upon the following criterion:

#### 4.1. <u>Evaluation Criteria</u>:

Proposals will be evaluated using the following criteria:

4.1.1	Qualifications:    Qualifications of firm    References    Experience    License to do business in state of Louisiana	20%
4.1.2	Financial: Financial resources and capabilities	20%
4.1.3	Technical: Understanding of scope of work Quality of overall proposal Understanding of FEMA requirements	20%.

4.1.4 Price: 40%

Reasonableness of price

**Total** 100%

#### 4.2 Award of Contract:

Price is more important than Qualifications, Financial, and Technical which are equal. Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price. After evaluation and possibly negotiations, have been conducted with each Offeror so selected, the agency shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract(s) to those Offeror(s). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as accepted.

#### 5.0 OFFEROR'S EXPENSES

The City of Alexandria 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.

#### 6.0 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

Offeror(s) should bring the issues to the attention of the City during the Pre-Bid Conference.

**7.0 AWARD** – The City reserves the right to award a contract(s) based on initial offers received and without discussions or negotiations. Under such circumstances, the acceptance of a proposal by the City shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The City may also, at its sole discretion, have discussions with those Offerors that it deems to fall within a competitive range. The City may enter into negotiations separately with such Offeros. Negotiations with an Offer may continue with an Offeror that the City has tentatively selected to award a contract to. The City shall not be deemed to have finally selected an offer until a contract has been successfully signed by both parties.

#### 8.0 RETENTION OF OFFER'S MATERIAL

In accordance with 44 CFR 13.36 (9) the City may maintain records sufficient to detail the significant history of the procurement. These records will include, but are not necessarily limited to the following rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price.

#### 9.0 CONTRACTING INFORMATION

- a. Certification The Offeror hereby certifies that it has carefully examined this Request for Proposal and the Offeror certifies that it understands the scope of the work to be done and that he/she has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Offeror certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Offeror certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.
- b. Conflict of Interest By submission of a response, the Offeror agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Offeror's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Alexandria). Offerors shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City in consultation with legal counsel, may reject their proposal.

- c. Assignment No assignment of the Offeror's obligations or the Offeor's right to receive payment hereunder shall be permitted without prior consent of the City. The Offeror may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the City.
- d. Indemnification The Contractor will indemnify and hold the City of Alexandria 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.
- e. 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.
- f. Governing Law This RFP and any resulting contract shall be governed by and construed according to the laws of the State of Louisiana. Should any portion of any contract be in conflict with the laws of the State of Louisiana, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.
- g. 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.
- h. Compliance with Laws and Regulations Offeror must comply with all FEMA requirements in addition to applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Awardee to notify the City at once, indicating in their letter the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- i. Acceptance Submission of any proposal indicates an Offeror's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

- j. 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.
- j. 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.

#### 10.0 TERMINATION BY THE CITY FOR CAUSE

See General Conditions

#### 11.0 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.

#### 12.0 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 of Alexandria. 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.

#### 13.0 LOCATION OF WORK

The designated area for debris removal is bounded by the City's jurisdictional boundaries and includes public property and Right-of-Ways ("ROWs"), easements, and City debris staging areas and may include private and orphan road segments within the jurisdictional boundaries of the City. Any debris removal performed on parish roadways will be performed as identified and directed by the City's Debris Manager or his authorized representative.

#### 14.0 OVERVIEW OF SCOPE OF UNIT RATE SCHEDULE ITEMS

All debris identified by the City's Debris Manager or his Authorized Representative shall be removed. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the maintained area of ROW shall be removed. The Contractor shall not enter onto private property during the performance of the contract unless specifically authorized by the City's Debris Manager or his authorized representative in writing. An executed Right-of –Entry/Hold Harmless Agreement must be obtained and on site prior to authorized entry onto private property.

Under the contract, work shall consist of clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency ("FEMA") Publications 321, 322, 323, 325, Fact Sheets, all applicable State and Federal Disaster Specific Guidance and policies. Removal of debris that does not meet FEMA's eligibility criteria shall only be removed at the written request of the City's Debris Manager or his authorized representative. No compensation will be made for the removal of debris that does not meet FEMA's eligibility criteria without the written request of the City's Debris Manager or his Authorized Representative.

#### Work may include:

- a. Examining debris to determine if it meets FEMA eligibility guidelines, determine debris category, determine if the debris can be reduced by grinding or must be disposed as C&D/ mixed debris,
- b. Loading the eligible debris and transporting it to an approved Debris Management Site (DMS) or approved final disposal facility as directed by the City's Debris Manager or his authorized representative,
- c. Managing/segregating and reducing the debris at the DMS if tasked by the City's Debris Manager or his authorized representative,
- d. Hauling the reduced debris to an approved disposal facility as directed by the City's Debris Manager or his authorized representative,

Debris not defined as eligible by FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be cut, loaded, hauled, or dumped under the contract unless written instructions are given to the Contractor by the City's Debris Manager or his authorized representative.

It shall be the Contractor's responsibility, if specified in the **Task Order's** Scope of Work, to cut, load, transport, manage, reduce, and properly dispose of any and all disaster generated debris resulting from an event, unless otherwise directed by the city's Debris Manager or his authorized representative, in writing. This includes, but is not limited to:

#### (1) Emergency Clearance (Cut and Toss) Operations

The Contractor may be requested to assist the City in the initial response phase of an event. If the City elects to utilize the Contractor a Task Order for Emergency Roadway Clearance will be issued with a list of designated roads. The Contractor will "cut and toss" debris clearing a pathway on the designated roads adequate to allow access by emergency vehicles. No debris will be hauled during the Emergency Clearance Operations phase of the project unless specifically directed by the City's Debris Manager via a written Task Order.

#### (2) Eligible Vegetative Debris Removal

As outlined in FEMA Publication 325, Eligible Vegetative Debris consist of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

#### (3) Debris Management Site(s) Management and Operation

Site development, maintenance, monitoring to ensure the site functions efficiently and safely in any environment while receiving, segregation, reduction, staging, outbound loading of debris and DMS close-out and restoration.

#### (4) Grinding of Eligible Vegetative Storm Debris (Reduction)

Reducing eligible vegetative debris staged on the DMS by mechanical means (tub grinders) into smaller pieces of vegetation to be used as mulch, compost or fuel. Grinding may also be referred to as chipping or mulching. THE CITY RESERVES THE OPTION TO RETAIN GROUND DEBRIS FOR OWN USE.

# (5) Final Disposal of Eligible Reduced Vegetative Debris to City's Approved Permitted Final Disposal Facility

Transportation (one way) of reduced debris to an City approved final disposal facility permitted to accept ash or a recycling facility permitted to utilize the reduced vegetation (mulch/chips) as a beneficial end use product such as compost or fuel.

#### (6) Removal of Eligible Hazardous Trees

Disaster damaged trees approved by the City and qualifying as a FEMA Eligible Hazardous Tree.

#### (7) Removal of Eligible Hazardous Limbs

Disaster damaged or broken hanging limbs approved by the City and qualifying as a FEMA Eligible Hazardous Limb.

#### (8) Removal of eligible Hazardous Stumps

Stumps originating in the ROW or in a public use area, attached to a disaster damaged trees, approved by the City and qualifying as a FEMA Eligible Hazardous Stump.

### 15.0 SCOPE OF WORK

All eligible debris identified in a Task Order's scope by the City's Debris Manager or his Authorized Representative shall be removed. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of the contract unless specifically authorized by the City's Debris Manager or his Authorized Representative in writing and have an executed Right of Entry from the land/property owner.

#### 16.0 ELIGIBLE ROW VEGETATION DEBRIS REMOVAL

Under the contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the City ROW to an City approved DMS(S) or other designated disposal facility.

Current eligibility criteria include but are not limited to:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the federally declared disaster event.
- 1. For the purposes of the contract, vegetative debris which is placed in immediate close proximity to the street, staged in a contiguous pile, and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.
- 2. Removal of vegetative debris existing in the City's area of responsibility will be performed as identified by the City's Debris Manager or his Authorized Representative.
- 3. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City or its authorized representative in writing. The City will provide specific Right-of-Entry ("ROE") legal and operational procedures if and when the Contractor is permitted to enter private property.

#### 16.1 ELIGIBLE ROW AND C & D DEBRIS REMOVAL

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the City ROW to a City approved C&D disposal permitted landfill or other City approved final disposal permitted facility.

Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the federally declared disaster event and not reconstruction.

For the purposes of the contract, C&D debris which is placed in immediate close proximity to the street, staged in a contiguous pile and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.

Removal of C&D debris existing in the City's ROW will be performed as identified by the City's Debris Manger or his Authorized Representative.

#### 16.2 DMS MANAGEMENT AND OPERATIONS

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.

- 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 contaminates 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 contaminates 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 Section17.6, 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.

#### 16.3 Grinding of Eligible Vegetative Storm Generated Debris (Reduction)

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to reduce eligible vegetative storm generated debris by grinding. Reduction methods are at the discretion of the City's Debris Manager or his Authorized Representative. Grinding must be approved by the City's Debris Manager or his Authorized Representative prior to commencement of reduction activities. All un-reduced storm debris must be staged separately at the DMS(s) and disposed of at a City approved permitted final disposal facility.

### 16.4 Disposal of Eligible Reduced Vegetative Debris at City Approved Final Disposal Site

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to load and transport reduced vegetative debris existing at a City approved DMS(S).

Compensation will be by the cubic yard of reduced debris, calculated on the number of miles (one way) from the DMS where the debris was loaded to the final disposal facility multiplied by the rate entered on Schedule 1-Unit Rate Price Schedule, item 24.8.

All un-reduced storm debris must be transported separately from reduced debris to a City approved final disposal facility.

#### 16.5 Removal of Eligible Hazardous Trees

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured at breast height (4.5 feet ) from the base of the tree existing on the City ROW. Debris generated from the removal of Eligible hazardous trees existing in the City's ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, under the terms, conditions and procedure described in Section 17.2 Eligible ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured at breast height, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services in Section 17.2 Eligible ROW Vegetative Debris Removal. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis.

Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW will be performed as identified by the City's Debris Manager or his Authorized Representative. Any disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City's Debris Manager or his Authorized Representative. For hazardous trees to be removed and Eligible for reimbursement, the tree must be six (6) inches or greater in diameter and meets one or more of the following "Eligible Hazardous Tree" criteria as a direct result of the event:

- More than fifty percent (50%) of the tree crown is damaged or destroyed.
- The tree's trunk is split or branches have been broken off exposing heartwood.
- The tree has been uprooted and partially fallen in a public use area; and/or

• Leaning in excess of thirty (30) degrees

NOTE: The City will not pay for the stump attached to a Hazardous Tree as a separate Hazardous Stump pay item.

#### 16.6 Removal of Eligible Hazardous Limbs

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove Eligible Hazardous Limbs.

Eligible hazardous limbs will be identified by the City or its Authorized Representative for removal. Removal and placement of Eligible hazardous limbs greater than two (2) inches in diameter existing on the City's ROW or private property will be performed as identified by the City's Debris Manager or his Authorized Representative. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the city's Debris Manager or his Authorized Representative. In order for hazardous limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- The limb is greater than two (2) inches in diameter at the point of breakage;
- The limb is still hanging in a tree and threatening a public-use area; and
- The limb is located within the ROW or on improved public property.

After all Eligible Hazardous Limbs removed, they shall be placed on the ROW in a manner not to create a vehicular or pedestrian hazard, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services in Section 17.2 Eligible ROW Vegetative Debris Removal.

#### 16.7 Removal of Eligible Hazardous Stumps

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs, stump void backfill and other associated costs necessary to remove, and final dispose of all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree originating on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS(s) and staged at a designated "Hazardous Stumps" location separate from eligible vegetative debris or disposed of at a City approved Final Disposal Site in accordance with all Federal, State and local rules and regulations. Non-Hazardous Stumps measured twenty-four (24) inches from the base of the tree with a diameter of twenty-four (24) inches or less will be considered normal Eligible vegetative debris and removed in accordance with scope of services in Section 17.2 Eligible ROW Vegetative Debris Removal.

Non-Hazardous Stumps removed and hauled to the DMS(s), separate from eligible vegetative debris and staged at "Non-Hazardous Stump" designated locations at the DMS(s), will be converted into a cubic yardage volume based on the published FEMA Disaster Assistance Policy 9523.11: Hazardous Stump Extraction and Removal Policy, Stump Conversion Table.

Non-Hazardous stumps loaded and transported to the DMS(s) mixed with eligible vegetative debris will be incorporated in the hauling unit's overall load assessment at the DMS(s) observation tower.

Eligible hazardous stumps will be identified by the City or its Authorized Representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the City ROW will be performed as identified by the City's Debris Manager or his Authorized Representative. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the

Contractor, in writing, by the City's Debris Manager or his Authorized Representative. In order for hazardous stumps to be removed and eligible for reimbursement, the stump is required to have a diameter greater than 24 inches when measured 24 inches from its base ( where it entered the ground prior to being up rooted by the storm) and also satisfy both following criteria:

- Fifty percent (50%) or more of the root ball is exposed.
- The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services in Section 17.2 Eligible ROW Vegetative Debris Removal. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA Disaster Assistance Policy 9523.11: Hazardous Stump Extraction and Removal Policy, Stump Conversion Table. Stumps with less than fifty percent (50%) of the root ball exposed shall be cut flush to the ground. The subsurface portion of the stump shall not be removed. The residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services in Section 17.2, Eligible ROW Vegetative Debris Removal.

The City or its Authorized Representative will measure and certify all eligible stumps prior to removal.

#### 17.0 TECHNICAL SPECIFICATIONS

#### 17.1 Debris Removal

All debris identified by the City's Debris Manager or his Authorized Representative shall be removed. The Contractor shall make a minimum of three complete passes through the City's area of responsibility, removing all debris along each street ROW. It is at the City's discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the OWNER or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of the contract unless specifically authorized by the City's Debris Manager or his Authorized Representative in writing.

Contractor shall deliver eligible disaster debris designated to be received at DMS(s) to a City approved DMS(s) permitted to receive disaster generated debris and in compliance with all federal, state, and local regulations. Contractor shall deliver eligible disaster C&D debris to a City approved final disposal facility permitted to receive C&D debris and is in compliance with federal, state, and local regulations.

Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

All debris will be mechanically loaded. Hauling vehicles that are hand-loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by the City's Debris Manager or his Authorized Representative.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. Hand crews will be required.

#### 17.2 Contractor Project Management

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.

#### 17.3 DMS(S) and Final Disposal Sites

The City will provide the Contractor with potential DMS(s) locations. In addition to the DMS(s) locations provided by the City, the City may task the Contractor with identifying additional DMS(s) or final disposal locations, subject to approval by the City. The Contractor will be responsible for returning the DMS(s) to its original condition, abiding by all local, state, and federal environmental regulatory requirements and subject to final approval by the City.

Once potential DMS(s) locations are determined by the City, the Contractor will be provided with address, GPS coordinates and estimated acreage of the identified locations.

Based on the disaster specific scope of work, the City's Debris Manager or his Authorized Representative may task the Contractor with locating and preparing additional sites for use as DMS(s), subject to approval by the City.

The City does not warrant or guarantee the availability or use of any final disposal site. The Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the City's Debris Manager or his Authorized Representative. The Contractor will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS(s) operations and remediation must comply with all local, state, and federal safety and environmental

standards. Contractor's reduction, handling, disposal, and remediation operations must be approved, in writing, by the City's Debris Manager or his Authorized Representative.

Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other City approved sites that meet local, state and federal regulations for disposal, will be made for cost incurred by the Contractor. Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility correlated with all City issued load tickets, and proof of Contractor payment to the disposal facility. Any revenue generated by the sale of reduced vegetative debris (chips/mulch), white goods or other recovered material shall be retained by the City. The disposal rates charged by the facility shall be consistent with the current rates of the disposal agreement between the City and the disposal facility.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal agencies, or of any public utilities.

The City reserves the right to inspect the DMS(s), verify quantities and review operations at any time.

#### 17.4 Use of Local Resources

As per Section 307 of the Stafford Act communities are required to give preference to local firms in the award of contracts in major disasters and emergencies to the extent it is feasible and practicable. The City will take Section 307 requirement into consideration during the evaluation of the proposers' response to this RFP and encourages the proposers to identify as such any use of local Contractors included in the required Sub-Contractor Plan. The offerors are urged to consider utilization of minority, women-owned, and Labor Surplus Area businesses and firms into consideration when procuring supplies and equipment, as well as awarding subcontracts and employing workmen.

#### 17.5 Working Hours

Monday through Sunday, the contract hours shall only be during daylight hours or as otherwise directed by the City. No work outside these hours shall be allowed unless approved in advance by the City. DMS(s) work hours beyond daylight hours will be permitted on an as needed basis by Contractor request and approval by the City

#### 17.6 City Debris Site Tower Specifications

The Contractor shall provide a minimum of two (2) towers at each DMS for the use of the City Debris Manager or his Authorized Representative or FEMA during their inspection of dumping operations. The inspection platform of the tower shall be constructed at a minimum height of thirteen (13) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Section 17.5 DMS(s) Management and Operations.

Every tower will have access to a reliable power source with a minimum of two outlets suitable to provide safe and adequate power to a computer or other electronic devices. A twenty (20) pound ABC fire

extinguisher, first aid kit, and extra personal protection equipment for visitors shall also be provided at the tower locations.

The Contractor shall provide two portable toilets and one (1) hand washing station at a safe location in proximity of the observation tower at each DMS for the use of City's representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any DMS operations and kept in a sanitary condition by the Contractor throughout the duration of operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of section 17.5 DMS(s) Management and Operations.

Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, load assessment and off-loading of trucks may be temporarily suspended by the City's Debris Manager or his Authorized Representative due to unsuitable conditions at the tower.

#### 17.7 Equipment

All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

Equipment utilized for the project shall be sufficient to perform in accordance with the contract requirements; no debris shall be left behind on the site.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front, both sides, tailgate and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed at a minimum of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized City's representatives prior to its use by the Contractor. The City's decision will be final. Un-repaired, broken or otherwise damaged bed and tail gate extensions will require re-certification of the truck.

Trucks or equipment designated for use under the contract shall not be used for any other work during the contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of the contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under the contract. The City reserves the right to require the Contractor to dismiss or remove from the project any laborers as the City sees necessary. Any debris removal hauling units, crews or personnel dismissed from the project shall not be permitted to work on any other debris project within the jurisdictional boundaries of City and must have their City issued Truck Certification returned to the City and the certification placard removed from the truck and destroyed

Equipment used under the contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on roadway debris removal by the City's Debris Manager or his Authorized Representative.

Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City's Debris Manager or his Authorized Representative, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

#### 17.8 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 work place 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.

#### 17.9 Damage to Public or Private Property

Contractor is responsible for all damage, injury or loss to any property.

Contractor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass and any other means determined to be necessary.

Contractors failure to restore damage to public or private property to the satisfaction of the City will result in the City withholding retainage money in an amount sufficient to make necessary repairs.

#### 17.10 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.

The following is a list of utility owners believed to have facilities in the project area:

Power Companies – Joe Saucier 318-473-1345 Natural Gas Companies – Clint Brister, 318-441-6026 Phone Companies – AT&T 1-877-737-2478 Cable Companies – Suddenlink 1-877-778-2486

This list is included for the Contractor's reference and is not intended to be a comprehensive list of all utility owners.

#### 17.11 Environmental Protection

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.

#### 17.12 Documentation and Measurement

#### 1. Truck Certification:

Prior to beginning any work, the City, or its Authorized Representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the City, or its Authorized Representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized City or its Authorized Representative each time it returns to work from other contracts or communities. Contractor is responsible for ensuring that all Sub-Contractors maintain valid driver's licenses and equipment legally fit for travel on the road.

#### 2. Reports:

The Contractor shall submit a report each morning prior to the scheduled Daily Briefing. The report should accurately document the Contractor's resources and progress on debris removal operations, outstanding issues and provide coordination with the City and/or its Authorized Representatives.

The report shall include but is not limited to the following:

- a. Estimated Daily and cumulative totals of each type of debris collected;
- b. Estimated number of days to complete the Task Order;
- c. Total number of load tickets indicating the number of each issued for every debris category removed the previous day;

- d. Location map showing cumulative and previous days roadways and public areas the Contractor has completed; indicating the "pass" crews are presently working;
- e. Number of crews and their work assignment (1) utilized the previous day, (2) assigned to work for the present day and (3) anticipated for the following day;
- f. DMS(s) Site Hazard Analysis/Inspection Report.

#### **17.13 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.

### SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE Base Year 2019 -2020

Equipment Type – Ref. to Section No. 17.7 of RFP	Hourly Equipment Rate
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	

Labor Category	Hourly Labor Rate
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	

### **UNIT RATE PRICE PAGE**

**NOTE:** Offerors shall make no changes to the Bid Form and shall submit an offer on all Line Items to be considered for award. Mobilization cost shall be included in unit pricing.

#### **BASE YEAR 2019 - 2020**

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		
	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	 
	L ESTIMATED UNIT PRICE FOR BASE YEAR tems 0001 through 0007)		 

### UNIT RATE PRICE PAGE FIRST OPTION RENEWAL YEAR 2020 - 2021

TIKS	TOT HOW RENEWAL TEAR 2020 - 2021			
LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1001	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		
1002	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		
1003	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		
1004	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		
1005	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		
1006	Removal of Eligible Hazardous Limbs, consisting of removing (cutting) hazardous limbs from trees. Unit price is per tree.	500 EA		
1007	Removal of Eligible Hazardous Stumps consisting of removing hazardous stumps, backfill, transport and final disposal, all inclusive			

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		
TOTAL ESTIMATED UNIT PRICE FOR FIRST OPTION RENEWAL YEAR(Line Items 1001 through 1007)			

### UNIT RATE PRICE PAGE SECOND OPTION RENEWAL YEAR 2021 - 2022

SECOND OPTION RENEWAL YEAR 2021 - 2022				
LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
2001	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		
2002	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		
2003	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		
2004	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		
2005	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		
2006	Removal of Eligible Hazardous Limbs, consisting of removing (cutting) hazardous limbs from trees. Unit price is per tree.	500 EA		
2007	Removal of Eligible Hazardous Stumps consisting of removing hazardous stumps, backfill, transport and final disposal, all inclusive			

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	
TOTAL ESTIMATED INIT PRICE FOR SECOND (Line Items 2001 through 2007)	OPTION RENEWAL YEAR	
TOTAL ESTIMATED UNIT PRICE FOR ALL THR (Line Items 0001 through 2007)	REE YEARS	
Bidder Information:		
Company Name:		
Address:		
City/State/Zip:		
Telephone #: ()		
Authorized Printed Name and Title:		
Authorized Signature:		

 $(Per\ LA\ R.S.\ 38:2212(A)(c)(i)\ -\ \textbf{See\ General\ Conditions\ Item\ \#19, Page\ 4\ of\ these\ bid\ specifications.)}$