



Wilma Kelly
Purchasing Manager

City of Alexandria

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



Office: (318) 441-6180
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Request for Proposals (RFP) will be received until **2:00 PM CDT, Wednesday, November 15, 2023** and opened at the City of Alexandria Purchasing Department

City of Alexandria **RFP #1796P**
Page: 1 of 33
Date RFP Prepared: October 13, 2023

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

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

Please file proposal with the following:

Casey Barnes, Senior Buyer
City of Alexandria – Purchasing Dept.
2021 Industrial Park Road Bldg. WH
Alexandria, LA 71303
Phone: 318-441-6162 Fax: 318-441-6185

INTRODUCTION

MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES

The City of Alexandria (COA) seeks to establish a contract or contracts with a qualified vendor(s) to provide **Mixed Debris Removal and Disposal Services**.

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 bidder 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 Darren Green, City of Alexandria Landscape Architect, PO Box 71, Alexandria, LA 71309-0071; Phone (318)446-2342, Fax (318)441-6377; Email darren.green@cityofalex.com ; and must be received by 4:00 PM CDT, Thursday, November 9, 2023.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

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 de-escalation 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 Statutes 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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

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 each 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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

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. 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:

(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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

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 (www.cityofalexandrialala.com) and posted on Central Bidding's website (www.centralauctionhouse.com) 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 www.sam.gov/portal/sam, 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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

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 www.diversityinaction.org. 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.

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.

Sincerely,

City of Alexandria

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

AFFIDAVIT OF BIDDER

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared:

BIDDER

who, after being duly sworn, did declare and state:

Appearer’s company is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

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 and 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 SUBSCRIBED before me, Notary Public, in _____(CITY) , _____(STATE)

on this _____ day of _____, 201__.

NOTARY PUBLIC (Notary ID/Bar Roll No. _____)

Printed Name: _____

My commission expires _____.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

FEMA Contract Compliance Provisions

Termination for Cause

The Owner shall submit a written notice to the Contractor and Surety which justifies placement of the Contractor in default if:

- (a) The Work is not begun within the time specified in the Notice to Proceed.
- (b) The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion.
- (c) The Contractor performs unsuitable, neglected or rejected work, refuses to remove materials.
- (d) The Work is discontinued.
- (e) The Work is not completed within the Contract Time or time extension.
- (f) Work is not resumed within a reasonable time after receiving a notice to continue.
- (g) The contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
- (h) The Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days.
- (i) The Contractor makes an assignment for the benefit of creditors.
- (j) The Work is not performed in an acceptable manner.
- (k) If the Contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the Contractor is placed into default, the Owner may obtain the necessary labor, materials, and equipment.

Enter into a new Contract in order to complete the Work. All costs incurred by the Owner for completing the Work under the new Contract will be deducted from the payment due the Contractor. If the expense exceeds the sum payable under the Contract, the Contractor and Surety shall be liable to pay the Owner the difference.

Termination for Convenience

Owner may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the Contractor. In such case, Contractor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the Contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the Contractor was wrongfully terminated for cause, such termination shall be automatically converted to a termination for convenience under and payment made as provided under this Section.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

FEMA Contract Compliance Provisions (Continued)

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will 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:

1. 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will 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.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will 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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

FEMA Contract Compliance Provisions (Continued)

Equal Employment Opportunity (Continued)

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

FEMA Contract Compliance Provisions (Continued)

Equal Employment Opportunity (Continued)

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

Contract Work Hours and Safety Standards Act

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

FEMA Contract Compliance Provisions (Continued)

Contract Work Hours and Safety Standards Act (Continued)

3. Withholding for unpaid wages and liquidated damages. The City of Alexandria (“the City”) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

5. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

6. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

FEMA Contract Compliance Provisions (Continued)

Clean Air Act and Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to The City of Alexandria (“the City”) and understands and agrees that The City of Alexandria (“the City”) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. “Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by The City of Alexandria (“the City”). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to The City of Alexandria (“the City”), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

FEMA Contract Compliance Provisions (Continued)

Procurement of Recovered Materials

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

FEMA Contract Compliance Provisions (Continued)

Prohibition on Contracting for Covered Telecommunications Equipment or Services (Continued)

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

FEMA Contract Compliance Provisions (Continued)

Prohibition on Contracting for Covered Telecommunications Equipment or Services (Continued)

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

Access to Records

The Contractor agrees to provide The City of Alexandria (“the City”), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

FEMA Contract Compliance Provisions (Continued)

Access to Records (Continued)

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, The City of Alexandria (“the City”) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Changes

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement and/or this Agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or Agreement, and reasonable for the completion of project scope. All changes will be approved in writing by Cooperative prior to occurring or Contractor may not be paid for work performed.

DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

FEMA Contract Compliance Provisions (Continued)

Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Conflict or Inconsistency

In the event of any conflict or inconsistency between the terms and provisions of this Exhibit and the terms and provisions of the Agreement between Contractor and Owner the terms and provisions of this Exhibit shall control.

Davis Bacon Labor Standards

The Contractor shall abide by laws set forth in the Davis-Bacon Act of 1931 which states that all laborers and mechanics employed by recipients, the recipient's contractors, or subcontractors on this project shall be paid wages at rates no less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 United States Code. Additionally, with respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Number 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and The Copeland Act of Title 40 (40 U.S.C. § 3145). Prevailing Wage Determination Schedules, as determined by the United States Department of Labor, are provided in the Appendix. Prevailing Wage Determination Schedules are subject to modification by the United States Department of Labor. The Contractor is responsible for utilizing the most current Prevailing Wage Determination Schedule. These documents can be downloaded from the following link: <http://www.wdol.gov/dba.aspx#3>. Modifications to Prevailing Wage Determination Schedules shall be effective if received (or posted) no less than 10 days prior to bid opening.

Severability

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

“APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

“The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

1.0 INTRODUCTION

The City of Alexandria seeks to establish one or more contracts as needed for removal of Vegetative Debris and Construction Demolition Debris (C&D).

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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

- 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 all 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 any 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 similar 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 disposal 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:

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

- 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.

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. Evaluation Criteria:

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: Reasonableness of price	40%
	Total	100%

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

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 Offerors. 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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

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 Offeror'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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

- h. Compliance with Laws and Regulations - Offeror must comply with all 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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

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.

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. 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.

Work may include:

Cutting, loading, transporting and properly disposing of any and all debris. This includes, but is not limited to: tree limbs, tree trunks, stumps, leaves, grass clippings, fences, pallets, shingles, carpet, sheetrock and other debris generated by homeowner’s activities.

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 ROW DEBRIS REMOVAL

Under the contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport debris existing in the City ROW to a designated disposal facility.

1. For the purposes of the contract, 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 debris existing in the City's area of responsibility will be performed as identified by the City's Debris Manager or his Authorized Representative.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

17.0 TECHNICAL SPECIFICATIONS

17.1 Debris Removal

All debris identified by the City's Debris Manager or his Authorized Representative shall be removed. Partial removal of debris piles is strictly prohibited. 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.

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.

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 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.

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.

17.3 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

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

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.

17.4 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.

17.5 Existing Utilities

Some 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 – Jeff Reed 318-473-1343
Natural Gas Companies – Mike Richey 318-441-6064
Phone Companies – AT&T 1-877-737-2478
Cable Companies – Optimum 1-866-347-4784

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

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

17.6 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.

17.7 Documentation and Measurement

1. Truck Certification:

Prior to beginning any work, Contractor, 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. 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 daily report to the City. 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 debris 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.

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

17.8 Payment

The City, or its Authorized Representative, will monitor, verify and document the completion of all work, as defined in the scope of work.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Base Year 2023 -2024

Equipment Type – Ref. to Section No. 17.7 of RFP	Hourly Equipment Rate
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	
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	
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	
Laborer w/small tools, traffic control, or flag person	

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

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 2023 - 2024

**LINE DESCRIPTION
ITEM**

0001 ROW Mixed Debris Removal
(Collection & Haul), consisting of removal
and transport of vegetative debris on the ROW
to an approved disposal facility.

\$_____ Unit Price per CY or TONS
Please specify unit of measurement

FIRST OPTION RENEWAL YEAR 2024 - 2025

**LINE DESCRIPTION
ITEM**

0001 ROW Mixed Debris Removal
(Collection & Haul), consisting of removal
and transport of vegetative debris on the ROW
to an approved disposal facility.

\$_____ Unit Price per CY or TONS
Please specify unit of measurement

SECOND OPTION RENEWAL YEAR 2025 - 2026

**LINE DESCRIPTION
ITEM**

0001 ROW Mixed Debris Removal
(Collection & Haul), consisting of removal
and transport of vegetative debris on the ROW
to an approved disposal facility.

\$_____ Unit Price per CY or TONS
Please specify unit of measurement

**CITY OF ALEXANDRIA BID SPECIFICATIONS FOR:
MIXED DEBRIS REMOVAL AND DISPOSAL SERVICES**

Bidder Information:

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone #: (_____) _____ Fax #: (_____) _____

Email _____

Authorized Printed Name and Title: _____

Authorized Signature: _____

(Per LA R.S. 38:2212 B. (5)(a)(b)(c) - See General Conditions Item #22, Page 4 of these bid specifications).