

REQUEST FOR PROPOSAL
RFP NO: 2019 - 0001

The City of Harahan is soliciting Request for Proposals (RFP's) from qualified firms to provide for **Post Disaster Debris Collection, Processing and Disposal Services**.

PROPOSALS WILL BE RECEIVED BY THE
CITY OF HARAHAH CITY CLERK'S OFFICE
6437 JEFFERSON HIGHWAY
HARAHAH, LA. 70123

UNTIL 12:00 P.M. NOON ON JUNE 6, 2019.

The City of Harahan reserves the right to accept or reject any and all proposals, in whole or in part, pursuant to the law.

Proposals are available gratis from: www.cityofharahan.com, or

Harahan City Hall City Clerk's Office
6437 Jefferson Highway
Harahan, LA. 70123

Nicole Lee
Municipal Clerk

ADV: The Advocate: May 22, May 29, 2019

CITY OF HARAHAH
PURCHASING & PROCUREMENT DEPARTMENT
6437 Jefferson Highway
Harahan, LA 70123

Closing Date: JUNE 06, 2019 at 12:00 PM Central Time

REQUEST FOR PROPOSALS:

STANDBY CONTRACT FOR

EMERGENCY RESPONSE, MANAGEMENT, AND RECOVERY SERVICES

SUBMITTALS

Submittals are due on or before the exact closing date and time. Submittals received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time. The response (including copies) must be submitted in a sealed envelope or package clearly marked with the Company's name and address and "RFP— Standby Contract for Emergency Response, Management and Recovery Services".

FOR QUESTIONS OR COMMENTS REGARDING THIS RFP, PLEASE CONTACT:

Rena Sanders, Purchasing and Procurement Department
Phone: (504) 737-6383 E-mail: rena.sanders@ci.harahan.la.us

CITY OF HARAHAAN
6437 Jefferson Hwy.
Harahan, LA 70123
(504) 737-6383

The City of Harahan is soliciting proposals (RFPs) for a Standby Contract for Emergency Response, Management, and Recovery Services in the event of a natural or manmade catastrophe.

7 (seven) copies (original proposal shall be in a 3-ring binder and accompanied by an electronic copy on a compact disc or flash drive) of the proposal package and shall be submitted in a sealed envelope to the Purchasing & Procurement Department, 6437 Jefferson Hwy., Harahan, LA 70123. The closing date/time must be referenced on the outside of the envelope (lower left corner). Envelope must be clearly marked "RFP: Standby Contract for Emergency Response, Management, and Recovery Services". Submissions must be received at the Mayor's Receptionist's Desk by 12:00 P.M. JUNE 06, 2019. The attached scoring criteria will be used to evaluate all qualification statements received. Failure to provide the required information shall be cause for rejection of the submittal as non-responsive.

I. PROJECT DESCRIPTION

The project is summarized as follows. The City requires an experienced firm for a Standby Contract for Emergency Response, Management, and Recovery Services. The firm must be within 10 miles of Harahan, meet 24 hours before the storm approaches and be able to assemble within 4 hours after the storm passes. These services will not be authorized until such time as a Notice to Proceed has been issued. Consultant should be capable of providing a range of related services as described below in the **SCOPE OF WORK** in the event of a natural or manmade catastrophe.

II. SCOPE OF WORK (OR SCOPE OF SERVICES)

The Scope of Work will include, at a minimum, the following elements:

A. Clearing and/or removing debris from the public right-of-way, streets and roads to a debris management site (DMS) or final disposal site

This action requires the loading of various types of debris and transporting the load to a predetermined debris management site (DMS) or a final disposal site. Debris is typically defined as scattered items and materials broken, destroyed, or misplaced by a natural disaster. Example: trees, construction and demolition material and personal property. Right-of-way is typically defined as the portion of land over which a facility, such as highways, railroads, or power lines are built. This includes land on both sides of the highway up to the private property line.

A-1 – Vegetative Debris - A cubic yardage rate associated with collection and transportation of vegetative debris from the public right-of-way to a predetermined disposal area. Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Vegetative debris in this instance has already been separated or requires no separation and has been placed on the right of way for collection.

A-2 – C&D Debris - A cubic yardage rate associated with the collection and transportation of construction and demolition debris from the public right-of-way to a predetermined disposal area or landfill. Construction and demolition debris generated by a disaster includes damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and flooring, window coverings, plastic pipe, fully cured asphalt, heating and ventilating, air conditioning systems and their components, light fixtures, small appliances, equipment, furnishings and fixtures. C & D debris in this instance has already been separated or requires no further separation and has been placed on the right of way for collection. In some cases, this debris may be directed to a final disposal facility.

B. Right-of-way (ROW) Stumps - The cost associated with the removal and disposal of hazardous stumps from the ROW

A stump may be determined to be hazardous and eligible for reimbursement as a per-unit cost for stump removal if it meets all of the following criteria which shall be determined by the jurisdiction or its designated agent:

- It has 50 percent or more of the root-ball exposed (less than 50 percent should be flush cut);
- It is on improved public property or public right-of-way; and
- It poses an immediate threat to life, public health and safety.

The reasonable cost for the stump removal is based on the diameter of the stump measured two feet from the ground. Stumps measuring **24 inches in diameter or less** do not require special equipment; therefore, reimbursement will be based on the reasonable unit cost per cubic yard, using the Stump Conversion Table found in *Appendix G, FEMA RP 9523.11, Hazardous Stump Extraction and Removal Eligibility*. The unit price for stump removal includes the extraction, transport, and disposal of the stump as well as filling the cavity that remains.

The contractor will be compensated at the rate per cubic yard for normal debris removal for all stumps, **regardless of size, placed on the public rights-of-way by others** (i.e., contractors did not extract them from public property). In such instances, the contractor did not incur additional costs to remove these stumps; the same equipment used to pick up vegetative debris can be used to pick up these stumps.

If the contractor incurs additional costs for removal of a stump measuring more than 24 inches in diameter that is placed on the right-of-way, a Hazardous Stump Worksheet can be submitted for reimbursement consideration.

C. Right-of-way (ROW) cutting partially uprooted or split trees (leaners)

An eligibility determination shall be made by the jurisdiction or its representative using the following criteria:

- * A tree is considered "hazardous" if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in diameter or greater, when measured two feet from the ground; **and one or more of the following criteria are met:**
 - It has more than 50 percent of the crown damaged or destroyed.
 - It has a split trunk or broken branches that expose the heartwood.
 - It has fallen or been uprooted within a public use area.
 - It is leaning at an angle greater than 30 degrees.

Trees determined by the jurisdiction to be hazardous and that have **less than 50 percent of the root-ball exposed** should be cut flush at the ground level. The cut portion of the tree will be included with regular vegetative debris. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level.

D. Right-of-way (ROW) removal of dangerous hanging limbs (hangers)

Criteria for the removal of hangers will be determined by the jurisdiction using the **following criteria:**

Limbs must be:

- Greater than 2" in diameter at the break.
- Still hanging in a tree and threatening a public-use area (trails, sidewalks, golf cart paths)
- Located on improved public property.

All hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes.

An eligible scope-of-work will be to cut the branch at the closest main branch junction. Removing the entire branch back to the trunk is not the preferred method.

III. SUBMITTALS

Each submittal shall contain sufficient information demonstrating that the firm has sufficient, qualified staff available to complete the required scope of work. Submittals shall include sufficient information about the firm's qualifications, including subcontractors; the resumes of key personnel; experience and current work load to assist the City in making the proper determinations about their capabilities.

- A. EXPERIENCE: Prospective Contractors must have experience in work of the same or similar nature, similar volumes, be capable of funding such potentially massive work for weeks or longer, must provide a reference list of at least one (1) Government customers for whom they have performed similar services, and must provide all information as specified herein.
- B. EXCEPTIONS: Prospective Contractors are advised that exceptions to any of the terms contained in this RFP must be identified in the response to the RFP. Failure to do so may lead the Owner to declare any such term non-negotiable, and/or may lead to the disqualification of the proposal.
- C. EXPENSES OF PREPARATION: The Owner is not responsible for any expenses which Prospective Contractors may incur in preparing and submitting proposals called for in this Request for Proposal.
- D. INTERVIEWS: The Owner reserves the right to conduct personal interviews or require presentations from any or all prospective Contractors prior to selection. The Owner will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).
- E. MODIFICATION: The Owner reserves the right to request that the proposer modify their proposal to more fully meet the needs of the Owner, and/or to more fully describe their proposal.
- F. ADDITIONAL INFORMATION: The Prospective Contractor shall furnish such additional information as the Owner may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the services and/or recovery operations for several weeks or more. The Owner reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to a financial review and a background investigation.
- G. NEGOTIATIONS: The Owner reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- H. PERIOD OF ELIGIBILITY: All proposals submitted shall be binding for one hundred sixty (160) calendar days following the date of opening.
- I. ALTERNATE PROPOSALS:
 - 1) An alternate proposal is viewed by the Owner as a proposal describing an approach to accomplishing the requirements of the Request for Proposals, which differs, from the approach set forth in the solicitation.
 - 2) An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal but is included within the same proposal package.
 - 3) Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation.
 - 4) The Owner may, during the initial evaluation process, consider all alternate proposals submitted.
- J. ADDENDA:

If it becomes necessary to revise or amend any part of the Request for Proposal, the Owner will furnish the revision by written Addendum to all prospective Contractors who received an original Request for Proposals. It will be the responsibility of the proposer to contact the Owner prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Failure to include signed Addendum with the proposal shall be grounds for rejection of a proposal.
- K. EXECUTION OF CONTRACT: The Contract between Proposer and Owner shall be in the form of the "Agreement" provided by Owner. The successful Proposer shall assist and cooperate with the Owner in executing the Contract in a timely manner if notified of a successful award by Owner.

- L. TAXES: Cost of all sales and other taxes for which the Proposer is liable under the Contract shall be included in the Proposal.

IV. PROPOSAL REQUIREMENTS:

Proposals shall include all of the information required by the Request for Proposal, and any additional data that the Prospective Contractor deems pertinent to the understanding and evaluation of the proposal.

Proposals shall be organized, and sections tabbed in the following order. All Proposals shall include at minimum:

TITLE PAGE: Show the name of proposer's firm, address, telephone number, email, name of contact person, date, and the subject: RFP-REQUEST FOR PROPOSAL FOR STANDBY CONTRACT FOR EMERGENCY RESPONSE, MANAGEMENT AND RECOVERY SERVICES.

TABLE OF CONTENTS: Include a clear identification of the material by tab and by page number.

Tab 1: Contractor's Profile and Submittal Letter

- A. Submittal Letter signed by an authorized agent of the Prospective Contractor.
- B. A proposal statement setting forth in detail how the Proposal meets the proposal requirements and evaluation factors and, where applicable,
- C. Organizational structure and locations of business with ownership interests.

Tab 2: Qualifications

Provide a description and history of the firm focusing on the following:

- A. Experience in all aspects of emergency management, including response, procurement, operation, planning, contract management, and accounting systems.
- B. Document knowledge and experience with state and local emergency management agencies; state and federal programs.
- C. Demonstrate detailed experience and expertise pertaining to all of aspects of the Scope of Work set forth herein.
- D. Demonstrate knowledge of environmental requirements and regulations.

Tab 3: Technical Approach

- A. Provide a narrative description with an organizational chart outlining the mobilization, operational plans, and structure, services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the Prospective Contractor's intended methods for servicing the requirements of all aspects of the Scope of Work set forth herein.
- B. Prospective Contractor may offer alternative solutions/options to achieve successful completion of the Scope of Work detailed herein.

Tab 4: Key Personnel

- A. Include a listing of key staff including resumes for each describing experience, training, and education in the required services. Identify staff experience working with governmental entities and list those projects.
- B. Include an affirmative action plan for all personnel.

Tab 5: Proposed Subcontractors

Include a listing of proposed subcontractors.

Tab 6: Pricing Schedule

- A. Each Prospective Contractor must complete, execute, and submit the Pricing Schedule Proposal Form included herewith.
- B. The Pricing Schedule attached hereto shall be submitted and shall include all costs associated with the performance of the contract including travel and out-of-pocket expenses. The contractor will be responsible for all costs associated with ineligible debris.

Tab 7: References

Contractor shall provide at least five (5) governmental entity references for which the firm has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact name, entity, address, telephone number, e-mail address, and date and term of the contract and at least five letters of reference from previous clients.

Tab 8: Addenda

Contractor is responsible for contacting Owner to identify any Addenda's issued for this Request for Proposal. Any Addenda issued subsequent to the release of this solicitation must be acknowledged by signature of the authorized representative of the Prospective Contractor, and a copy is provided in this section.

Tab 9: Exceptions

Include any/all exceptions taken to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation. Any exception shall be reviewed by Owner for appropriateness and is only valid if accepted in writing by Owner.

Tab 10: Litigation: Prospective Contractors

Contractors shall provide all judgments entered into against the Prospective Contractor by any Federal, State or Local Courts within the past ten (10) years; any criminal conviction ever issued against the Prospective Contractor or its owners or principals, and all civil, criminal and administrative proceedings pending against the Prospective Contractor at this time.

Tab 11: Bonding Capacity

Include an executed Letter of Commitment, proof of bonding capacity issued by the Surety Company for the Payment and Performance Bond, per the attached sample letter.

1. **PROPOSAL EVALUATION:** The Owner shall award to the responsive and qualified proposer(s) whose proposal is determined to be the most advantageous to the Owner. Evaluation of proposals shall be based on the evaluation factors set forth in the Request for Proposals and any other relevant information obtained through the evaluation process, and the interviews, if held
2. **EVALUATION CRITERIA:** The evaluation criteria define the factors that will be used by the evaluation committee to evaluate and score responsive and qualified proposals. Prospective contractors shall include sufficient information to allow the evaluation committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified contractor per the evaluation criteria attached herein.
3. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this RFP must be sent in writing (mail, email or fax) to the Owner and received no later than five (5) days prior to the proposal due date. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The Owner will not be responsible for any other explanation or interpretation of the RFP made or given prior to the award of the contract. The Owner will not respond to questions received after the specified deadline.
4. **ORAL PRESENTATION:** An oral presentation of proposal may be requested of any Prospective Contractor at the Evaluation Committee's discretion. Contractors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

5. **WITHDRAWAL OF PROPOSAL:** The Proposal may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged after the date and time for submission of proposals.
6. **ACCEPTANCE/REJECTION:** The Owner reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing contractors, and to waive any informalities, defects, or irregularities in any proposal, and to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the Owner.
7. **CONTRACTOR'S CERTIFICATION AND RESPONSIBILITY:**

By submitting a proposal, Prospective Contractors represent that:

 - A. The Prospective Contractor has fully read and understands the RFP in its entirety, has fully read and understands the proposal method, the evaluation criteria and has full knowledge of the scope, nature, and quality of work to be performed. The Prospective Contractor's proposal is made in accordance therewith.
 - B. The Prospective Contractor possesses the capabilities, experience, resources, financial wherewithal, and personnel necessary to provide efficient and successful services as set forth in the Scope of Services to the Owner, and;
 - C. Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made upon which the Contractor will rely. If the Contractor receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Contractor for additional compensation or relief.
8. **CONTRACTOR'S PERSONNEL:**
 - A. The Contractor represents that it has or shall secure at its own expense, all necessary personnel required to perform the services under the resulting contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
 - B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position. The Owner reserves the right to require the Contractor to remove any employee from working on the resulting contract which the Owner deems incompetent, careless, or otherwise objectionable.
 - C. The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
 - D. During the performance of the contract, the Contractor agrees to the following:
 - 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - 3) The Contractor and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

9. **RESERVATION OF OWNER'S RIGHTS:** In addition to all other rights provided the Owner under State law, the Owner specifically reserves the following rights:
- A. Owner reserves the right to rank firms and negotiate with the highest ranked firms in accordance with the Evaluation Criteria set forth herein. Negotiation with an individual prospective Contractor does not require nor prohibit negotiation with others.
 - B. Owner reserves the right to select the proposal that it believes will serve the best interest of Owner.
 - C. Owner reserves the right to reject any or all Proposals.
 - D. Owner reserves the right to cancel the entire Request for Proposal or to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability.
 - E. The Owner reserves the right to waive any informality, irregularity or immaterial error in the Request for Proposal or in any Proposal received, or rejects any and/or all Proposals, or re-advertise.
 - F. Owner reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
 - G. Owner reserves the right to select a Contractor(s) on the basis of the original proposals without negotiation.
 - H. All proposals received from Contractors in response to this Request for Proposal will become the property of the Owner and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Owner.
 - I. In the event only one responsive proposal is received, the Owner reserves the right to award to the sole proposer; re-advertise the Request for Proposal, with or without making changes to the evaluation factors; or elect not to proceed.

For and in consideration of the Owner considering Proposals submitted, the Proposer, by submitting its Proposal, expressly waives any claim to damages of any kind whatsoever, in the event the Owner exercises its right to cancel the award in accordance herewith.

The Owner reserves the right to select, from among the various Proposal alternates, those alternates to be included in the final Contract as well as the right and option to award or re-solicit Proposal alternates in any sequence or at any time deemed to be in the best interest of the Owner.

10. **SUBCONTRACTING:**

- A. Contractor shall not employ any subcontractor, supplier, or other person or organization whether initially or as a substitute, against whom the Owner may have reasonable objection. Contractor must disclose all subcontractors before work begins. City shall approve subcontractors. The Contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work against whom the Contractor has reasonable objection. The Contractor shall provide an opportunity for local subcontractors, minority and Disadvantaged Business Enterprises (DBE's) subcontractors to participate in the work.
- B. All subcontractors, suppliers, or other persons or organizations (including those who are able to furnish the principal items of materials or equipment) shall be submitted to the Owner for acceptance if requested by Owner. The Owner's acceptance, in writing, of any such subcontractors, suppliers, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the Owner of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the Owner to reject defective work. Action by the Owner awarding a Contract to a firm that has disclosed its intent to assign or Subcontract in its response to the RFP, shall constitute approval thereof.
- C. The Contractor shall be fully responsible to the Owner for all acts and omissions of the subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor just as

the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the resulting contract documents shall create for the benefit of any such subcontractors, suppliers, or other persons, or organizations, any contractual relationship between the Owner and any such subcontractors, suppliers, or other persons or organizations, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any money due any such subcontractors, suppliers, or other persons, or organization, except as may otherwise be required by laws and regulations.

- D. The Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor. The Contractor shall require all subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work to communicate with the Owner through the Contractor.
- E. All work performed for the Contractor by a subcontractor or supplier shall be pursuant to an appropriate agreement between the Contractor and the subcontractor or supplier that specifically binds the subcontractor or supplier to the applicable terms and conditions of the resulting contract for the benefit of the Owner.

11. **CONTRACT:** The contents of this RFP and all provisions of the successful proposal deemed pertinent by the Owner may be incorporated into a contract and become legally binding when approved and executed by both parties. Contents of the Contract may contain changes from the Owner's perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful Contractor's submittal and any additions or deletions made at the discretion of the Owner as a result of this RFP process. The Contract will be a standby contract for use in dealing with response to emergency situations. Work related to the Contract shall commence upon issuance of a Notice to Proceed.

12. **PROPRIETARY INFORMATION:**

Proposers should be aware that the Request for Proposal and the responses thereto are in the public domain. However, the proposers may identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

- A. All proposals received from proposers in response to this Request for Proposal will become the property of the Owner and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will also become the exclusive property of the Owner. The Owner has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal submitted does not affect this right.

13. **LICENSES AND CERTIFICATES:**

- A. The Owner reserves the right to require proof that a Prospective Contractor is an established business operating in compliance with the law. Local and State Business Licenses are required for this proposal.
- B. Each Prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each firm shall submit with their proposal a copy of and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.
- C. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- D. The Proposer certifies that their company is a licensed General Contractor in the State of Louisiana. Proposer must submit a copy of the license with the proposal and be in good standing with the State regulatory body. No specific designation is required, only that the company is properly licensed as a Contractor.

14. **CONTINUING THE WORK:**

The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Owner and Contractor may otherwise agree in writing.

15. **WAIVER OF CLAIMS:**

Once any contract resulting from this RFP expires, or final payment has been requested and made, the respective Contractor shall have no more than ninety (90) calendar days to present or file any claims against the Owner concerning such contract and thereafter, such claim shall be deemed waived.

16. **CHANGE IN SCOPE OF WORK**

A. The Owner may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. All change orders must be approved prior to beginning work. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Owner and Contractor. It is noted that this is a unit price contract, and nothing herein shall limit the number of units of work which may be required by a disaster. Once issued a Notice to Proceed (NTP), unless limited by area or amount, the Contractor shall proceed at the daily directive of the Owner with the entire work required hereunder.

B. If the Contractor believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the Owner's Representative believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The Contractor may then assert its right to an adjustment under the terms and conditions set forth herein for claims.

C. The Owner reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RFP process for materials, products, services, and/or items similar in nature to those specified within this RFP for which requirements were not known or realized at the time of issuance of the RFP.

D. The Contractor shall commence performance on the date set forth in the Notice to Proceed which date shall be determined by the Owner prior to, during or after any disaster.

E. The Contractor shall, after Notice to Proceed and with the Owner's direction, provide a work plan showing where operations will begin, and which streets/roads will be cleared on a daily basis. The plan will be updated each day of operation. Contractor shall provide a computerized daily update of progress, showing the streets cleared by web map, the volumes recovered, the location of crews, and the estimated percentage completion. Such program shall be web based and shall be accessible by the Owner with a password provided by Contractor or as an active website available without password to the public, as instructed by the Owner. Contractor shall provide examples of such work plan, their web-based programs, their plans for its use, and the hosting thereof in their proposal.

17. **USE OF PREMISES:**

A. The Contractor shall assume full responsibility for any damage to any work areas or to the owner, homeowner, or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work. Contractor shall maintain a toll-free hotline answered 24 hours per day to professionally accept homeowner and other claims. Contractor shall provide in its proposal, a summary of and sample computerized documents exhibiting its complete claim resolution program to include computerized complaint logs, complaint report forms, site visit and inspection forms, and computerized resolution reporting forms and summaries for the Owner. Should

any claim be made by any such owner or occupant because of accident, intentional act, the performance of the work, or for any other such reason the cause of which is the Contractor or their Subcontractors, Agents or Employees, the Contractor shall promptly settle with such party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall provide a weekly computerized update of all claims and complaints and their disposition, both individually and in summary form.

- B. During the progress of the work, the Contractor shall keep their sites free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish, and debris from and about the sites, as well as tools, appliances, equipment, machinery and/or surplus materials.
- C. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- D. No tracked equipment shall be allowed on public streets or R.O.W.'s without the written permission of the Owner.

18. **ESTIMATED QUANTITIES:** The Owner reserves the right to increase or decrease estimated quantities as required. Estimated quantities as shown within this RFP are for estimating and proposal purposes only. It is understood by all Prospective Contractors that these are only estimated quantities and the Owner is not obligated to purchase any minimum or maximum amount during the life of the contract. The actual volumes of any work can only be identified subsequent to a disaster, and as the work proceeds. The Contractor shall be required to perform all work required by the Contract regardless of volume.

19. **PERFORMANCE:** The selected Contractor shall perform the resulting contract in a timely fashion. If the disaster is such that it may reasonably be predicted in advance, Contractor shall have Management personnel within the Emergency Operations Center (EOC) 24-48 hours prior to the arrival of the disaster. If the disaster is such that the disaster could not be predicted, the Contractor shall have Management personnel within the EOC within 24 hours after the event. Contractor's Management personnel shall assist the Owner to plan a response, plan for the arrival of the event if possible, and to initiate the Emergency Push and initial debris removal and rescue operations. Contractor shall mobilize work crews and heavy equipment within such period of time as may be set forth within the Notice to Proceed. Crews shall be mobilized in a staggered phasing so as not to overwhelm the resources of the monitoring body.

Contractor shall describe its mobilization program and past experience with such mobilization. Contractor should clearly exhibit experience in large previous compelling mobilizations, to multiple sites, with short time frames.

20. **PAYMENT AND PERFORMANCE BONDS/ SURETY LETTER:** The successful bidder shall be required to provide payment and performance (surety) bonds for the entire amount of the Contract price to insure the successful performance of the terms and conditions of the contract. The payment and performance bond shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the contract. The bond must be provided within seven (7) days of written Notice to Proceed.

The payment and performance bond is to be secured from a surety or insurance company listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, with at least an A-rating in the latest printing of the A.M. Best's key rating guide, to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed in this State to write surety bonds.

As this Contract is on a Standby Emergency Basis, the Owner must be certain that the offeror has the capability to obtain, within a few days, in the face of a major disaster, a surety

bond to cover the extensive Emergency work which may be required, and which work must be initiated almost immediately. Therefore, to ensure such capability, the Owner requires the Proposed Contractor to provide a signed Letter of Commitment from their surety company meeting the requirements delineated above, with their proposal in the form and containing the required terms and conditions as set forth herein. The Letter of Commitment shall exhibit clearly the proposed Contractor's ability to obtain, and upon a valid Notice to Proceed, the surety's obligation to provide, a surety Payment and Performance bond for the Project for an amount up to \$50,000,000. The Owner reserves the right to seek clarifications to satisfy the requirements of the commitment letter. See the attached sample Surety Commitment letter. Failure to include an appropriate executed letter from the surety in acceptable format shall be grounds for rejection of the Proposal.

21. **PAYMENT/INVOICES:** All Prospective Contractors must specify on their Proposal letter the exact company name and address which must be the same as shown on invoices submitted for payment. Contract payments may be made in arrears, within thirty (30) days after approval of a billing statement for actual work done by the Contractor(s) and maybe made after FEMA reimbursement. All billing statements or invoices submitted for payment shall be original and should be sent to Owner at the following address: 6437 Jefferson Hwy., Harahan, LA 70123.

Billing statements or invoices should include company name and address, locations of where work has been performed, reconciliation sheets for each day's work, and support documentation as required. The successful Contractor will be responsible for all work and/or debris deemed ineligible. Retainage will be withheld from each contract payment in the amount of ten (10%) percent. Retainage will be released upon the completion of the project including the resolution of all complaints, but not sooner than 90 days after the completion of all contract work to insure timely completion of the project and/or discovery of damage to public or private property. Contractor shall also submit executed lien. If Retainage exceeds Two Million (\$2,000,000) Dollars, it shall no longer be collected or withheld.

Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, which includes information contained in the approved worksheets and/or debris ticket. The final format of the daily worksheet and information to be contained will be approved and agreed upon by the Contractor and the Contract Administrator. Any discrepancies between the Owner's records and the Contractor's submittals must be rectified, to Owner's satisfaction, by the Contractor, before payment on those items will be made by the Owner. Contractor shall computerize all tickets daily and present to the Owner as a summary reconciliation document within (48) hours of the daily completion of the work. Contractor shall note that thousands to tens of thousands of tickets may be produced per day and Contractor's plans and computer program must encompass such potential volumes. Contractor should provide sample forms and program formats, describe their data processing experience, their data management center (if any), their data management programs and procedures and their key data management personnel in their proposal.

Owner and Contractor shall meet daily (within 48 hours of the issuance of the tickets) to reconcile tickets and work performed. Contractor shall revise the computerized reconciliation sheets with any corrections discovered and re-present a corrected Daily Reconciliation sheet to the Owner for signature within twenty-four (24) hours thereafter. Both the Owner and the Contractor shall execute each Daily Reconciliation sheet after being verified as correct. Such Daily Reconciliation sheets shall then become the basis for billing documentation.

22. **RECORDS AND RIGHT TO AUDIT:** The Contractor shall maintain adequate records, documents, and information to justify all charges, expenses and costs incurred in performing the work for at least five (5) years after completion of this contract. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection, reproduction, audit, and/or during normal business hours, at the Owner's expense, upon five (5) days prior written notice.