

REQUEST FOR PROPOSAL

TO PROVIDE POST-DISASTER DEBRIS COLLECTION, PROCESSING AND DISPOSAL SERVICES

**THIS CONTRACT MAY BE INVOKED FOR
CITY, PARISH, STATE AND FEDERALLY DECLARED
DISASTERS OR EMERGENCY EVENTS**



RFP NO. 19-6496

**Proposal Receipt Date: July 22, 2019
Proposal Receipt Time: 12:00 p.m. noon (CST)**

**City of Kenner
Finance Department
1610 Rev. Richard Wilson Boulevard, Building D
Kenner, Louisiana 70062**

Telephone No.: (504) 468-4049

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REQUEST FOR PROPOSALS

TO PROVIDE POST-DISASTER DEBRIS COLLECTION, PROCESSING AND DISPOSAL SERVICES

**THIS CONTRACT MAY BE INVOKED FOR
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DISASTERS OR EMERGENCY EVENTS**

PART I – ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City of Kenner (“City”) is seeking one (1) Contractor to provide Post-Disaster Debris Collection, Processing and Disposal Services for the City following man-made or natural disaster events such as, but not limited to, hurricanes, tornadoes and floods. These services would be required after a disaster event. This Contract would potentially be activated (used) on an as-needed basis for City, Parish, State and/or federally declared disaster events.

The scope of work may include the following:

- Removal of debris from public property
- Removal of debris from Public Rights of Way
- Processing and disposal of debris
- Prepare clear documentation of all services provided including time sheets, load tickets, material used, invoices for rented equipment, etc. in order to meet FEMA guidelines for reimbursement.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bonafide, qualified proposers who are interested in providing Scope of Work as defined in Part II hereof.

1.1.2 Goals and Objectives

The City is seeking one (1) firm experienced with disaster debris collection, processing and disposal services in communities of similar sizes to, or larger than, the City. The firm chosen shall be able to mobilize equipment quickly to remove debris from the curbside, process and/or dispose of it and return Kenner to a state of normalcy as soon as possible following a disaster.

Proposers must be experienced in emergency response services, specifically in providing disaster debris collection and related services for emergency events and knowledgeable regarding FEMA regulations. Proposers must provide a minimum of three (3) references, with current contact information, for projects of similar scope and size completed within the last three (3) years.

This resulting contract from this RFP may be eligible for FEMA reimbursement, therefore certain provisions may be applicable to this RFP Solicitation and prevailing wages (Davis-Bacon Act) will apply.

1.2 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	July 1, 2019; 4:00 p.m. CDT
Deadline for receiving Proposer inquiries	July 12, 2019; 2:00 p.m. CDT
Issue response to Proposer inquiries	July 17, 2019; 2:00 p.m. CDT
Proposal submission deadline	July 22, 2019; 12:00 p.m.CDT

Note: The City of Kenner reserves the right to amend and/or alter this Calendar of Events as it deems necessary.

1.3 Proposal Submittal

All proposals shall be received by the City of Kenner Purchasing Department no later than date and time shown in the Schedule of Events.

Important: Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: POST-DISASTER DEBRIS COLLECTION, PROCESSING AND DISPOSAL SERVICES
- Proposal No.: 19-6496
- Proposal Receipt Date: July 22, 2019 12:00 PM NOON CDT

Proposals will be received at:

City of Kenner Finance Department
1610 Rev. Richard Wilson Boulevard
Bldg. D, 1st Floor
Kenner, Louisiana 70062

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The City of Kenner Purchasing Department is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

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

PROPOSALS SHALL NOT BE OPENED PUBLICLY.

1.4 Proposal Response Format

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

- A. Cover Letter: Containing summary of Proposer’s ability to perform the services described in the RFP and confirming that Proposer is willing to perform those services and enter into a contract with the City. The cover letter must be signed by a person having authority to commit the Proposer to a binding contract. If Proposer is an agency, corporation, partnership, company, or other legal entity, the president, vice-president, secretary, treasurer, member, manager, or other authorized agent must sign the proposal, AND satisfactory evidence of the authority of the person signing for the agency, corporation, partnership, company, or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project services requested and address how each element will be accomplished.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, experience with related services to governmental entities, existing customer satisfaction, demonstrated volume of merchants, etc. If financial strength is confidential, please clearly mark as confidential in accordance with Section 1.5.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of plan for full implementation of services. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Proposal: Proposer’s costs shall be submitted using Attachment B “Price Schedule”. This financial proposal shall include any additional services (and the related costs) the Proposer wishes to have considered in the contractual arrangement with the City of Kenner. Such additional services and related costs may be submitted as a separate attachment.

1.4.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal.

1.4.2 Legibility/Clarity

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

1.5 Confidentiality

All documents submitted to the City of Kenner are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Proposer deems any document submitted to the City under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under Louisiana Constitution Article I, §5, LSA-R.S. 44:4 or 4.1, or other provisions of law, the Proposer shall clearly mark the documents as “Confidential” prior to delivering or making them available to the City.

- (1) If the City receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Proposer of such request;
- (2) Provided, however, that if any action is commenced against the City under the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the City harmless from any costs, damages, penalties or other consequences of the City’s refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action, will authorize the City to voluntarily provide the information for disclosure under the supervision of the court;
- (3) The City assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as “confidential,” or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.
- (4) The Proposer is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

“The data contained in Page(s) ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City of Kenner shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City of Kenner’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL**”.

The Proposer shall not mark the entire proposal “confidential” or as information constituting an exception to Louisiana’s Public Records Act. If an entire response, submittal or proposal is so marked, the City of Kenner shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit the City of Kenner from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other city or parish agency, person or organization for the sole purpose of assisting the City in its evaluation of the proposal. The City

shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

1.6 Proposal Clarifications Prior to Submittal

1.6.1 Pre-Proposal Conference

NOT REQUIRED FOR THIS RFP.

1.6.2 Proposer Inquiries

The City of Kenner will consider written inquiries regarding RFP requirements before the date specified in the Schedule of Events. The City of Kenner reserves the right to modify the RFP should a change be identified that is in the best interest of the City of Kenner.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the address below by 12:00 p.m. NOON CST on the date specified in Section 1.2 "Schedule of Events". Any and all questions directed to sferran@kenner.la.us, Contract Specialist, will be deemed to require an official response. All inquiries and answers must be in writing and received in accordance with the Schedule of Events. Any communications from any individual other than the Contract Specialist are not binding on the City of Kenner. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective Proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

City of Kenner Finance Department
1610 Rev. Richard Wilson Boulevard
Bldg. D, 1st Floor
Kenner, Louisiana 70062
E-Mail: purchasing@kenner.la.us
Phone: 504-468-4049

1.7 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.8 Performance Bond

The successful proposer shall be required to provide performance (surety) and labor and materials bonds in the amount of one hundred percent (100%) of the bid price based on the bid submitted at the time of the disaster to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the City. The performance bond shall be subject to forfeiture or failure on the part of the successful proposer to perform its obligations under the contract. Said bonds shall be provided within twenty-four (24) hours of issuance of a notice to proceed by the City.

1.9 Changes, Addenda, Withdrawals

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the Proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

1.10 Cost of Offer Preparation

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions, if any, and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

1.11 Non-Negotiable Contract Terms

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

1.12 Taxes

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

1.13 Proposal Validity

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

1.14 Prime Contractor Responsibilities

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

1.15 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit a proposal determined to be reasonably susceptible of being selected for award. However, a proposal may be accepted without such discussions and an award made on the basis of the initial offers, so proposals should be complete and reflect the most favorable terms available from the Proposers.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City's understanding of any or all of the proposals submitted. Neither negotiations nor changes to the proposal will be allowed during these discussions. Proposals may be accepted without such discussions.

1.16 Acceptance of Proposal Content

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

1.17 Contract Negotiations

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

1.18 Cancellation of RFP or Rejection of Proposal

The City of Kenner reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so.

1.19 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the City of Kenner for the purpose of selecting the Proposer with whom the City will contract.

To evaluate all proposals, an evaluation team whose members have expertise in various areas has been selected. This evaluation team will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Recommendation for award shall be made to the Mayor for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City of Kenner, price and other factors considered.

The evaluation team may reject any or all proposals if none are considered in the best interest of the City.

1.20 Award

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

The award may be made on the basis of the initial offer or as noted in Section 1.15.

1.21 Notice of Intent to Award

The evaluation team's recommendation for award shall be submitted to the Mayor of the City of Kenner for selection.

After selection by the Mayor, all unsuccessful Proposers will be notified as to the outcome of the evaluation process.

1.22 Insurance Requirements

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

1.23 Subcontractor Insurance

The Proposer shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the Proposer.

1.24 Indemnification

Notwithstanding the above, the successful Proposer shall protect, defend, indemnify, save and hold harmless the City of Kenner, all city departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful Proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful Proposer as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the City, its agents, and/or employees. The successful Proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

1.25 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.

1.26 Payment for Services

The Proposer shall invoice the City of Kenner at the completion of the project. Payments will be made by the City of Kenner approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Human Resources Department or Department Head. Invoices shall include the contract name, contract number, using department and specific date or dates services were provided and detail of services provided. Invoices submitted without the referenced information or any additional requested backup documentation will not be approved for payment until the required information is provided.

1.27 Termination

1.27.1 Termination for Cause. The City may terminate this contract for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the contract; provided that the City shall give the Proposer written notice specifying the Proposer's failure. If within ten (10) days after receipt of such notice, the Proposer shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the City may, at its option, place the Proposer in default and the contract shall terminate on the date specified in such notice. The Proposer may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City to comply with the terms and conditions of this contract; provided that the Proposer shall give the City written notice specifying the City's failure.

1.27.2 Termination for Convenience. The City may terminate any contract entered into as a result of this RFP at any time for convenience by giving thirty (30) days written notice to the Proposer. The Proposer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.27.3 Appropriations Dependency. The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Kenner City Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Mayor to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.28 Assignment

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

1.29 No Guarantee of Quantities

The City of Kenner does not guarantee that items listed in Scope of Services will provide a complete system. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the right is reserved by the City to increase or decrease the amount, at the unit price stated in the proposal. The City of Kenner does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.30 Audit of Records

The monitoring and auditing of the Proposer's records shall be allowed to the City of Kenner Finance Department and any other appropriate entities.

1.31 EEOC and ADA Compliance

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.32 Record Retention

The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years from completion of the project.

1.33 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Proposer in connection with the performance of the services contracted for herein shall become the property of the City of Kenner, and shall, upon request, be returned by Proposer to the City of Kenner, at Proposer's expense, at termination or expiration of this contract.

1.34 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

1.35 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the City of Kenner.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Proposer change through the Assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.36 Substitution of Personnel

The City intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Proposer or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification may be requested by the City for approval prior to any personnel substitution. It shall be acknowledged by the Proposer that every reasonable attempt shall be made to assign the personnel listed in the Proposer's proposal.

1.37 Force Majeure

The Proposer or City of Kenner shall be exempted from performance under the contract for any period that the Proposer or City of Kenner is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Proposer or City of Kenner has prudently and promptly acted to take any and all corrective steps that the Proposer or City of Kenner can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination of the contract.

1.38 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and the City of Kenner Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

1.39 Claims or Controversies

Proposer does, by signing a contract pursuant to this RFP with the City, agree that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II – SCOPE OF SERVICES

2.1 General Requirements

The purpose of this Contract is to provide Post-Disaster Debris Collection, Processing and Disposal Services for the City for debris resulting from, natural or man-made disaster events including, but not limited to, hurricanes, tornadoes and floods. This Contract may be activated for City, Parish, State and Federally declared disaster events. The scope of work may include the following:

- Debris clearance operations per the City Debris Management Plan;
- Collecting and removing of debris from public right-of-way, streets, roads, ditches, canals and public property;
- Processing of debris including, but not limited to, screening, sorting, grinding, mulching, recycling, and burning, in accordance with the requirements of the Louisiana Department of Environmental Quality *Comprehensive Plan for Disaster Debris Management*;
- Disposing of debris;
- Establishing and operating debris management sites (DMS);
- Collecting and disposing of white goods, e-waste, small motorized equipment, hazardous waste, bio-hazardous waste, tires and dead animals;
- Preparing State and Federal reporting and reimbursement documents for review and submittal to City;
- Providing community relation support during all phases of disaster recovery work;
- Restoration of DMS; and
- Obtaining all necessary local, state and federal permits.

The Contractor shall furnish all necessary personnel, material, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in the RFP specifications. The Contractor will supervise and direct all work, workers and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program and procedures used. Unless otherwise directed, hand loading of trucks shall be prohibited. Hand loads are subject to being paid as 45% of the total truck capacity. The Contractor will employ and maintain a qualified and accessible supervisor in the area of operation who shall have the full authority to act on behalf of the Contractor. All communications given to the supervisor in writing by the City shall be binding. The name and telephone number (both office and mobile) of the designated supervisor shall be provided to the City within 24 hours of issuance of Notice to Proceed for each Work Order directive issued.

The Contractor shall disclose present and future debris management contractual obligations within Louisiana and the Gulf Coast region throughout the term of this Proposal and shall provide reasonable assurance to the City that such obligations will not preclude the Contractor from potentially performing the required work and meeting its obligations under the potential Contract. Such disclosure shall be provided to the City in the Proposal.

2.2 Notice to Proceed

It is anticipated that the City will provide the successful Proposers written notice, if possible, to proceed with the work within twenty-four (24) hours after the disaster event or, as in the sole determination of the City, it is practical to do so.

The Notice to Proceed shall contain an estimated quantity of debris as determined by the City at the time of the disaster.

The Contractor shall be fully operational for hauling, sorting and storing of debris within 24 hours of the Notice to Proceed (NTP). The Contractor shall be fully operational for the reduction and disposal of debris within 72 hours of NTP.

At a minimum, the Contractor shall have the ability to maintain full operational capabilities, 12 hours per

day, 7 days per week, for an extended period. The Contractor shall be able to rapidly adjust the flow of resources based on the magnitude of the damage and debris.

The Contractor shall be able to provide within 24 hours of the issuance of the NTP a sufficient number of crews to begin cleanup operations as directed by the City. In the case of a Category 1 hurricane, a minimum of two (2) crews shall be certified and mobilized for assignment into work zones within 24 hours of the issuance of the NTP. Additional crews may be required based on need and should be available to start work within 48 hours of request by the City. The following schedule for mobilization shall be followed, unless otherwise directed by the City:

Saffir-Simpson Category	24 hours after issuance of NTP	Additional crews required 48 hours after issuance of NTP	Additional crews required 72 hours after issuance of NTP	Total crews mobilized after 72 hours
Tropical Storm	1	1	0	2
Categories 1 - 2	2	2	2	6
Categories 3 - 5	3	3	6	12

The City will determine the number of crews required and the mobilization schedule for disasters, other than tropical storms and hurricanes, in the notice to proceed.

Failure to meet these requirements could result in monetary penalties, revocation of bonds and /or possible termination of contract and award to another contractor.

A crew shall consist of all trucks, trailers, mechanical loading equipment, flagmen, and other safety personnel as needed for a single location or single operation. Crews shall report on the schedule established above with all personnel and equipment necessary to begin work immediately upon truck certification. The City reserves the right to assign crews to locations based on need and type of equipment.

A crew consists of, at a minimum:

- A loader (front end, skid steer, bobcat) and at least three 3 trucks or trailers with at least 20 cu. yd. capacity.
- At least three (3) self-loading trucks with at least 20 cu. yd. capacity.
- An equivalent combination of equipment suggested by the Proposer, subject to approval of the City.
- Flagmen and other safety personnel as needed for a single location or single operation.

2.3 Utilizing Resources in Disaster Area

The Contractor shall, to the extent practical, give priority to utilizing resources in the City including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers. At least 25% of the work shall be performed by local subcontractors. Proposer shall furnish a list and copies of letters of intent with local subcontractors with the Proposal.

2.4 Ownership of Debris

Unless otherwise directed by the City, the title to debris and other waste shall pass to the Contractor when placed in the collection equipment. If the contractor enjoys any financial benefit from the salvage value of

any recyclable materials, it may retain this revenue. Unless otherwise directed by the City, titled or registered debris (such as vehicles or boats) will not be loaded or removed by the Contractor, and such titled or registered debris shall not become property of the contractor.

2.5 Work Hours

All activities associated with the collection and loading of eligible debris shall be performed during daylight hours, 7 days per week; including holidays, unless otherwise directed by the City. Debris reduction activities at the Debris Management Sites (DMS) may be performed 24 hours, 7 days per week if the City deems it necessary and safe.

2.6 Traffic Controls

The Contractor shall mitigate the impact of his operation on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including the DMS. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be performed in conformance with all Federal, State, and local laws, regulations, and ordinances governing personal, equipment and workplace.

2.7 Estimated Quantities

Table below shows the amount of debris estimated to be produced by a wet hurricane hitting the City.

Saffir-Simpson Category	Amount of Debris (cubic yards)
1	77,000
2	310,000
3	1,010,620
4	1,943,000
5	3,110,000

2.8 Debris Classification

2.8.1 Vegetative Debris

Vegetative debris includes, but is not limited to, damaged and disturbed trees; broken, partially broken and severed tree limbs; tree stumps; tree trunks; bushes and shrubs; brush; and other leafy material.

The Contractor shall segregate all vegetative debris and reduce by 50% in both weight and volume in accordance with the LDEQ *Comprehensive Plan for Disaster Debris Management*.

2.8.2 Construction & Demolition (C & D) Debris

C & D debris includes, but is not limited to, lumber, metal products; sheet rock; non-asbestos roofing and concrete.

2.8.3 Non-C&D Debris

Non-C&D Debris includes, but is not limited to, asbestos roofing, carpeting, plastic; glass; rubber products; cloth items and treated wood building materials.

2.8.4 White Goods

White Goods are large household appliances such as refrigerators, freezers, air conditioners, stoves, ovens, washing machines, dryers, water heaters, etc. The Contractor should expect to encounter white goods, such as household appliances. The Contractor shall collect all white goods from public right-of-ways and shall dispose of white goods in accordance with applicable Federal, State and local laws. Any white goods that may contain Freon, such as refrigerators, freezers or air conditioners, shall have the Freon removed by the Contractor in accordance with applicable regulatory requirements. No additional payment will be made for handling of white goods, as this cost shall be included in the per unit cost price for white goods removal and disposal removal.

2.8.5 Household Hazardous Waste (HHW).

Household hazardous wastes is waste with properties that make it potentially harmful to human health or the environment, paint products, pesticides, fertilizers, other debris and known or suspected hazardous materials, such as asbestos, lead-based paint, and electrical transformers that may require special removal, handling, segregation and disposal processes. Coordination for household hazardous waste removal is the responsibility of the Contractor.

2.8.6 Soil, Mud and Sand

Soil mud and sand is often deposited on public rights-of-way and may impact roads, sidewalks, and drainage canals and ditches. Contractor may be required to remove these materials from public rights-of-ways, public properties, and drainage canals and ditches.

2.8.7 Dead Animal Removal

The Contractor shall collect, remove, transport, and dispose of dead livestock, fowl, large animals, and domestic pets from public right-of-ways and other public properties , as identified by the City, in accordance with regulatory requirements.

2.8.8 Ash

Ash is the residue produced by incineration of the burnable debris. When handling ash, the Contractor will be required to “wet down” the ash to prevent dust problems.

2.8.9 Chips/Mulch

Chips and mulch are the end products of chipping or grinding clean woody debris. Proper re-use, recycling and/or disposal of chips and mulch shall be done in an environmentally sound manner, as approved by the City in accordance with the City Debris Management Plan and the LDEQ *Comprehensive Plan for Disaster Debris Management*.

2.8.10 Other Debris

Other debris includes but is not limited to Tires, Small Motorized Equipment and Electronic Waste.

2.9 Debris Removal Services

2.9.1 General Removal Requirements

The Contractor shall provide for the removal of debris from the areas within the City as designated by the PDA. Debris removal shall be limited to City streets, roads and other rights-of-ways, all municipal property, and other municipal facilities and sites as may be directed, and includes property debris from private residences that is brought to the edge of the right-of-way by residents. The Contractor is responsible for determining the method and manner of all debris removal. The general concept of the disaster debris removal operations includes multiple scheduled passes of each site, location or right-of-way as directed by the City.

It is the intent that the Contractor will make as many passes as the City may direct to complete the removal and lawful disposal of all disaster generated debris.

The debris shall be hauled to the Debris Management Sites (DMS) or reuse, recycle and/or disposal sites as directed by the City.

The Contractor shall provide all labor and materials necessary to fully operate and maintain all equipment under this contract. The contractor shall provide sufficient management, administration, supervision and safety and quality controls to assure the safety, quality, completeness, and timely progress of the work. **The Contractor shall provide its own personnel to provide the above functions and not the personnel of its subcontractors.** The Prime Contractor is cautioned to utilize applicable wage rates and is limited to two tiers below its company. The Contractor will conduct the work so as not to interfere with other disaster response and recovery activities of federal, state and local governments or agencies or any public utilities. The Contractor shall not move from one designated work area to another designated work area without prior approval and release from the City Designated Agent. The Contractor shall remove all dirt, mud and debris from the roadways resulting from its operations. Contractor shall notify the PDA office by 2:00 pm each day of the number of crews that will be working the following day for the purpose of scheduling PDA personnel assigned to Contractors crews.

2.9.2 Debris Removal from Public Right-of Ways

The Contractor shall pick-up, remove from public right-of-ways and haul all eligible debris to the Debris Management Sites (DMS) or disposal sites as directed by the City.

At the time of collection, the Contractor shall segregate debris at the curb, to the maximum extent practicable, according to the category specified on the Cost Proposal Form. Unless otherwise directed by the City, mixed loads (vegetation mixed with C & D, for example) are prohibited. De minimus quantities of mixed debris may be collected upon direction by the City, and authorization by FEMA/GOHSEP and LDEQ.

The Contractor shall segregate all vegetative debris and reduce by 50% in both weight and volume in accordance with the LDEQ *Comprehensive Plan for Disaster Debris Management*. Clean, woody debris and other natural material that can be chipped, mulched, reused/recycled, burned or disposed of in some other similar manner shall be handled separately from other debris. The Contractor, with approval from the City, shall determine the method of vegetative debris reduction. Unless otherwise directed by the City, mixed loads are prohibited. The contractor shall segregate debris at the curb,

when necessary.

The Contractor should expect to encounter white goods, such as household appliances. The Contractor shall pickup and remove all white goods from public right-of-ways and shall dispose of white goods in accordance with applicable Federal, State and local laws. Any white goods that may contain Freon, such as refrigerators, freezers or air conditioners, shall have the Freon removed by the Contractor in accordance with applicable regulatory requirements. No additional payment will be made for handling of white goods, as this cost shall be included in the per unit cost price for white goods removal and disposal removal.

2.9.3 Removal of Hazardous Trees and Hanging Limbs from City Rights-of-Way and Public Properties

If directed by the City Designated Agent, the Contractor shall remove hazardous trees 6 inches or greater in diameter and/or hanging limbs 2 inches or greater. The Contractor is cautioned that ingress and egress is the sole responsibility of the Contractor and many sites may be accessible for climbers only and removal of tree debris may be possible by manual labor only. All hazardous trees to be removed shall be cut flush at the lowest possible height above the ground. All measurements of flush cuts are subject to inspection and approval by the City Designated Agent. Payment shall be per size of tree, in accordance with the size categories established on the Cost Proposal Form. These line item costs are all inclusive and shall compensate the Contractor for the cost to flush cut, remove, load, transport and dispose of the hazardous trees.

Contractor is responsible to cut and remove any eligible hanging/damaged limbs as directed by the City Designated Agent. Payment for hangers will be made per tree regardless on the number of hangers removed. This line item cost is all inclusive and shall compensate the Contractor for the cost to cut, remove, load, transport, process, recycle, reuse and/or dispose of hangers.

2.9.4 Hazardous Stump Removal

Contractor is responsible for extraction of eligible hazardous stumps as directed by the City Designated Agent. If directed by the City Designated Agent, the Contractor shall remove and haul hazardous tree stumps. Each stump shall be inspected by the Contractor and documented as to the appropriate category of size. Prior to removal of stumps, Contractor shall notify Louisiana One Call and any required local utilities, in accordance with each agency's required pre-notification time schedule, for pre-marking of utilities in the work area. Stump holes shall be backfilled with clean native topsoil to match the existing grade. Note that stump holes include all cavities associated with the stump extraction. The contractor may be required to grind some stumps if large equipment cannot access the work area.

Any damage to sidewalks, driveways, walkways or other public or private property caused by the Contractor's removal or grinding of stump shall be repaired by the Contractor.

Payment for stump removal will be per size of stump, in accordance with the size categories established on the Cost Proposal Form. This line item cost is all inclusive and shall compensate the Contractor for the cost to extract, grind, backfill all holes associated with the stump extraction, load, transport and dispose of stumps.

Tree stumps with base cut measurements equal to or less than twenty-four (24) inches in diameter will be disposed of with the same methods used for other vegetative debris. Stumps larger than

twenty-four (24) inches in diameter will be disposed of by either splitting/burning or chipping/grinding. The method of reduction/disposal will be at the discretion of the Contractor subject to City approval. Grinding in place may require documentation and pre-approval of regulatory authorities. Coordination of any potential grinding will be done by the City or the PDA.

2.10 Load Tickets

Load tickets will be used for recording volumes of debris removal. Each ticket will be a five-part carbon copy ticket and shall contain the following information:

- Ticket Number
- Contractor's Name
- Crew Number
- Truck Number
- Date
- Debris Removal Location Departure Time
- DMS or Disposal Site Location
- DMS Site Arrival Time
- Debris Classification
- Debris Quantity, and signed by City's representative

Debris quantity will be determined by the City's representative at the DMS and/or disposal site and based on the predetermined truck bed measurements. Trucks with less than full capacity will be adjusted downward by visual inspection by the City's representative. Full capacity shall be defined as 95% of certified truck capacity. Truck bed measurements shall not be adjusted upward. Load tickets will be issued by the City's representative to a vehicle operator upon completion of collection at the collection site. The City's representative will keep one copy of the ticket and give four (4) copies to the vehicle operator for the Contractor's records and DMS and/or disposal sites.

2.11 Debris Removal Equipment

All trucks and other equipment must be in compliance with all applicable Federal, State, and local 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 rigid tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity (i.e., the tailgate must be able to hold a compressed load); and measured and marked for its load capacity. All vehicles shall comply with the regulations and licensing of the Department of Transportation and Development, Department of Environmental Quality, and with applicable local ordinances governing weight and size for the streets that must be traveled.

Sideboards or other extensions to the bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.

Prior to commencing debris removal operations, the Contractor shall present to the City's representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, rounded down to the nearest half cubic yard, will be recorded and marked on both sides of each truck or trailer on a white placard with black permanent markings. The contractor is responsible for supplying the placards. The placard should clearly display the contractor's company name. Each truck or trailer will also

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

2.12 Damages

The Contractor shall repair all roadways, sidewalks, utilities, fences, driveways, roofs, drainage structures and other features which are damaged by Contractor operations, including same damages to adjacent public and private properties. This will include re-sloping damaged surfaces to original grade and filling of all ruts caused by equipment and trucks. The Contractor shall respond to damage claims within seven (7) days upon receipt of same by the homeowner or the PDA and shall settle valid claims within thirty (30) days. The PDA shall have final authority over damage assessment and dispute resolution. Contractor shall, weekly, provide the City with a spreadsheet listing the name, address and telephone number of all residents claiming damage, a summary of claim, and a status report of the resolution. All repair work will be under the supervision of the Kenner Public Works Department and work will be in accordance with the Departments standards and specifications.

The Contractor shall hold forever harmless the City, its elected officials, agencies, boards and commissions, employees, representatives, PDA, servants and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Contractor, its employees, representatives, and/or Sub-Contractors in the performance of work under this contract and further from claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by such regulatory authorities. The Contractor's payment shall be held from each site wherein a damage claim has been received or damage has been confirmed by the PDA until such time that the claim has been mitigated for payment.

2.13 Mobilization

Mobilization shall consist of all preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to and from the project sites, installing and maintaining temporary roads and drainage structures needed to access the project sites, the costs of bonds, required insurance and all other pre and post construction expenses necessary to perform this work. It shall be duly noted such expenses are the sole responsibility of the contractor and are not reimbursable.

2.14 Debris Processing and Disposal

2.14.1 General Site Requirements

The Contractor shall provide site management and reduction of debris generated as a result of a natural disaster. Contractor may be required to provide his own Debris Management Sites, if they are permitted by LDEQ. Other sites may be identified by the City, based on the magnitude and location of the disaster event. The City shall designate the sites for each disaster event. Should the Contractor choose to operate on city owned sites, the land will be made available at no cost to the Contractor. Should the Contractor elect to operate any debris removal operations sites other than those pre-designated by the City, the Contractor shall make all arrangements. The Contractor is responsible for obtaining any permits required, lease agreements and associated fees. The Contractor shall thoroughly

videotape, photograph and may be required to collect background soil samples at each site before any activity begins and periodically update video and photographs to track site progress.

The Contractor shall provide all management supervision, labor, machines, tools and equipment necessary to accept, process, and dispose of disaster related debris. The Contractor shall pay for all water and electrical services at the sites. The Contractor shall provide all necessary connections for such services. The debris to be processed consists of primarily of vegetative debris; however, the Contractor and/or City may choose to process other types of debris as well. The Contractor shall be required to segregate the debris into various categories.

Household Hazardous Waste (HHW) must be handled, stored, processed and disposed of in conformance with all applicable local, state and federal rules and regulations.

Vegetative debris shall be reduced by in accordance with the LDEQ *Comprehensive Plan for Disaster Debris Management*. The Contractor is responsible for obtaining the necessary permits to perform all site activities. The processing cost and all disposal cost for the processed material, all by-products and waste materials shall be the responsibility of the Contractor.

The Contractor shall establish sufficiently impervious temporary storage areas for household hazardous waste, fuel and other materials that may contaminate soils, runoff or groundwater. The Contractor shall establish sufficiently impervious secondary containment under all tanks in accordance with all local, state and federal rules and regulations. The Contractor shall establish temporary storage and processing areas for HHW that protects the site from contamination.

Vegetative waste and wood chips shall be stockpiled in a manner that will prevent combustion, wind drift and run-off into streets, the storm drainage system and adjacent properties.

The Contractor is solely responsible for worker safety, in accordance with all federal, state and local laws and regulations.

The Contractor shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance and safety measures at the DMS. The Contractor shall direct traffic entering and leaving the site and shall direct all loading and unloading operations at the site.

The Contractor shall be responsible for sorting and stockpiling of debris at the site. The Contractor shall be responsible for transportation and disposal of all materials. Disposal of debris shall be at a site properly permitted to accept such materials. The Contractor is responsible for lawful disposal of all debris, and debris reduction byproducts that his operation may generate. Disposal fees shall be the responsibility of the Contractor. Removal and disposal of household hazardous waste from the site, in accordance with all federal, state and local regulations, shall be the responsibility of the Contractor.

Upon completion of the debris reduction process, the Contractor shall clear the sites of all debris and restore the sites to their original condition and to the satisfaction of the City and/or private landowner, as applicable. For privately owned sites, the Contractor shall furnish written documentation from the property owner that the site has been satisfactorily restored to its previous condition.

2.14.2 Debris Reduction and Disposal Equipment Requirements

The Contractor shall provide all equipment necessary to prepare the site, stockpile the debris, load

and haul for disposal, and any other equipment which may be necessary for the performance of this Contract. The Contractor shall comply with local, State and Federal safety and health requirements.

All equipment must be in compliance with all applicable Federal, State and local rules and regulations. All equipment and operator qualifications will meet the requirements of local, State and Federal safety and health requirements. The Contractor, using applicable forms, will inspect equipment prior to its use. The completed forms will be provided to the City, if requested.

Prior to commencing debris reduction and disposal operations, the Contractor shall present to the PDA, a detailed description and operational specifications of all equipment to be used for debris handling, sorting, processing, incinerating, loading and hauling, stating brand name, model and horsepower (including all air curtain incinerators).

Equipment which is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.

The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances will the Contractor mix debris hauled or processed for others with debris hauled or processed under this Contract.

2.14.3 Burning

Air-curtain burning may be used for reduction of debris with approval of the City. Open burning may be used in lieu of air-curtain burning for the reduction of debris, if authorized by the City and LDEQ. Open burning will be considered on a case-by-case basis.

2.14.4 Chipping and Grinding

If the Contractor chooses to use chipping/grinding as a method of debris reduction, it is the Contractor's responsibility to reuse/recycle or dispose of the chips or mulch in compliance with all local, state and federal rules and regulations at no additional cost to the City. Beneficial reuse of the chips is strongly encouraged. The Contractor shall segregate all vegetative debris and reduce by 50% in both weight and volume in accordance with the LDEQ *Comprehensive Plan for Disaster Debris Management*.

2.14.5 Site Requirements

The Contractor will provide a Site Operations Plan for review by the City prior to beginning work. At a minimum, the plan will address the following:

1. Access to site;
2. Site management, to include point-of-contact, organizational chart, etc.;
3. Traffic control procedures;
4. Site security;
5. Site safety;
6. Site layout/segregation plan;
7. Hazardous waste materials plan; and

8. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as appropriate.

The Contractor shall be responsible for preparing the site(s) to accept the debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and entrances. The Contractor shall water all roads to control dust. The Contractor shall provide utility clearances and sanitation facilities, if needed. The Contractor shall protect existing structures at the sites and repair any damage caused by his operations at no additional cost to the City.

The Contractor shall be responsible for installing site security measures and maintaining security for his operations at the site. The Contractor shall manage the site to minimize the risk of fire.

The Contractor shall be responsible for the storage, removal and containment of ash from all burning operations. The containment area will be watered periodically under this Contract to prevent particles from becoming airborne.

The contractor shall provide an inspection tower at each DMS and disposal site; e.g., landfill, etc. site. If a DMS or dumpsite has separate entrances and exits, the contractor shall provide a tower at both the entrance and the exit. This tower shall be constructed such that the City monitor can see the bed when empty and to fully view the entirety of the debris load (at least 10 feet above the existing ground surface), for the purpose of establishing the load volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be 8' by 8', constructed of 2" x 8" joists, 16" O.C. with 3/4" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2" x 4" studs and 1/2" plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The towers shall include a writing surface area. The tower must be securely anchored to the ground. The contractor may provide a mechanical lift or suitable metal scaffolding to be used in place of the constructed tower. Mechanical lifts are acceptable only on a temporary base for use while constructing inspection towers. The metal scaffolding is not recommended due to potential threat of lighting. The Contractor shall remove and dispose of the inspection towers following completion of the debris removal at the direction of the PDA. The contractor shall provide portable restroom facilities at all Debris Management Sites and disposal sites. The portable restroom facilities must be serviced and maintained in a clean and sanitary condition.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. Contractor shall provide all flag persons, signs, equipment and other devices necessary to meet Federal, State and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Contract. As a minimum, one flag person shall be posted at each entrance and exit to direct traffic to the site.

The Contractor shall be responsible for the closure of the debris site within 30 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris and all remnants from the processing operation (such as temporary toilets, inspection tower, security fence, etc.), grading the site, and restoring the site to pre-work conditions. The site will be restored in accordance with all State and local requirements.

The Contractor is responsible for the proper disposal of all debris, residuals and waste products from the site.

The Contractor shall receive approval from the City and/or Property Owner, as applicable, as to the final acceptance of a site closure.

2.15 Household Hazardous Waste (HHW)

The Contractor may be required to construct a containment area at the DMS for HHW. This containment area shall be sufficiently impervious to contain spills.

This material shall be segregated from the remaining debris using a method that will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area.

Disposal of the HHW debris shall be the responsibility of the Contractor.

The Contractor will be responsible for reporting to the City and cleaning up all HHW spills caused by the Contractor's operations at no additional cost to the City. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal, State and local laws and regulations. Spills shall be reported in accordance with federal, state and local regulations.

2.16 Reporting

2.16.1 Debris Removal Reports

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

- Reporting date;
- Location of work (street names and address blocks);
- Contractor's name performing work at each location;
- Number of passes performed at each location;
- Daily and cumulative totals of debris removed, by category;
- Any problems encountered or anticipated.

Discrepancies between the daily report and the corresponding load tickets shall be reconciled with the PDA no later than 11:00 a.m. on the following work day.

2.16.2 Debris Processing and Disposal Reports

The Contractor shall prepare daily reports to the City to detail the progress of the debris reduction and disposal services. Each report shall contain, at a minimum, the following information by site and the total for all sites:

- Reporting date;
- Daily and cumulative totals of debris processed, by method;
- Daily and cumulative totals of debris disposed, by disposal location;
- Daily and cumulative totals of HHW debris segregated; and

- Any problems encountered or anticipated.

The Contractor shall assist the City with the preparation and submittal of the LDEQ Weekly Debris Site Management Report.

2.17 Period of Agreement

The initial term of the contract will be for a period of twenty (20) months, beginning September 1, 2019 and running through February 28, 2021. The City of Kenner requires the option to extend the contract for an additional two one-(1)-year period. The Proposer further agrees to a month-to-month extension of the contract pending any new solicitation or RFP process and contract award by the City of Kenner.

2.18 Price Schedule

The service fees provided by the Proposer shall include all labor, equipment, collection, hauling, operation, and other related services and costs delineated in the Contract documents. There will be no adjustment in cost due to increases or decreases in quantities, labor rates or transportation costs, except as provided by the Consumer Price Index (CPI) adjustment described in the following Section.

Price proposals must be submitted in separate sealed envelopes which will remain sealed until such time after the evaluation committee makes its evaluation of the proposals on all factors and criteria state in the RFP. The price proposals shall not be included in the evaluation criteria.

Pricing should be submitted on the Fee Schedule furnished in Attachment “B.” All prices proposed shall be firm and inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

2.19 Escalation and De-escalation

The service fees for post-disaster debris collection, processing and disposal will be adjusted upward or downward annually beginning on July 1, 2020, and on that date every year thereafter, based on the percentage change in the Consumer Price Index. The annual adjustment will equal a U.S. City Average 12 month percentage change in the All Urban Consumers—All Items Index (CPI-U) as compiled by the Bureau of Labor Statistics and adopted by the Kenner City Council in that year’s annual budget or 5 % whichever is less.

2.20 Location

The location where the service is to be performed is the City.

PART III – EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the City of Kenner, not on the basis of what may be inferred. The maximum points of the total criteria shall equal 100.

3.1 Technical Proposal

TECHNICAL PROPOSAL

a) Acceptability and Approach in Meeting Performance Requirements (**Maximum 40 Points**):

The following criteria shall measure the qualifications, technical capabilities and core competency of the Proposers and their submissions:

- A) Response to Scope of Services
- B) Project Schedule
- C) Responsiveness to the RFP

b) Qualifications and Experience (**Maximum 40 Points**):

- A) Specific Experience – similar or larger scope of services currently being provided
- B) Personnel – experience of management staff, experience in similar projects, etc.
- C) Services Capabilities – amount of available full-time, part-time or temporary employees, etc.
- D) Financial Profile of Company

TOTAL TECHNICAL

Maximum # of Points: 80

3.1.a Proposer Qualifications and Experience (Maximum of 40 Points)

Certified supporting data regarding proposer's qualifications and experience shall be submitted with proposal. Qualification data shall include at a minimum the following information:

Contractor's historical background and experience on disaster recovery projects, including the Contractor's previous experience on similar sized projects in similar sized communities and with proposed joint ventures and key Subcontractors.

The Contractor's background should include the number of years that the company has been in existence, the number of years the organization of the disaster recovery team has been in existence, and the Contractor's history and experience working with the proposed joint venture or major Subcontractors on disaster recovery and debris removal. Resumes of all key personnel, both prime contractor and subcontractors, and reference letters shall be submitted.

Evidence regarding proposer's capacity for timely completion of the project shall be submitted with proposal. Evidence of proposer's ability to timely complete the project shall include at a minimum the following information:

An organization chart of key personnel assigned to work on this project. The Contractor must provide reasonable assurance that the identified personnel will be available to work on future projects and are not contractually obligated to other projects (e.g. residential collection contracts, solid waste transfer contracts, or other disaster debris removal contracts).

A list of all other debris contracts in the Gulf Coast region, including Florida, Alabama, Mississippi, Louisiana and Texas shall be submitted with proposal. These contracts should include those with all federal, state and local agencies, non-profits, and private entities, and shall include the value of each contract and contract period. These contracts shall include those for debris clearing, collection, processing, disposal, demolition, tree removal, drainage system cleaning, stump removal, and any other pertinent contracts that may affect the contractor's ability to complete this work on a timely schedule.

The types and quantities of recovery equipment to be used under this Contract must be identified. The Contractor must clearly identify that equipment owned by the Contractor separately from the equipment available from other sources, and the geographic location where the equipment is housed. The City expects personnel, subcontractors and equipment identified in the Proposal response to be available for work to complete services identified under this RFP in a timely manner. The City further expects that the identified equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner.

Reasonable assurance that all equipment identified for disaster recovery will be available and are not contractually obligated to other projects (e.g. residential collection contracts, solid waste transfer contracts, or other disaster debris removal contracts).

3.2 Financial Proposal

FINANCIAL PROPOSAL

The Proposer with the lowest weighted average meal for Phase I and II at location One and Two shall receive the highest cost evaluation score. Other Proposers will receive a cost score computed as follows:

$$CS = (LPC/PC)*X$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

X = 20

Maximum # of Points: 20

If there is reason to believe that an unreasonably low proposal has been submitted, the City of Kenner may reject the proposal on the basis that the proposer may not be able to properly complete the engagement.

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the City, not on the basis of what may be inferred.

TOTAL MAXIMUM # OF POINTS FOR THIS RFP: 100

PART IV PERFORMANCE STANDARDS

4.1 Performance Requirements

Unless authorized by the City, debris collection, processing and disposal activities authorized under a Notice to Proceed shall be completed according to the following schedule:

Tropical Storm	1 month
Category 1 Hurricane	2 months
Category 2 or 3 Hurricane	6 months
Category 4 or 5 Hurricane	1 year

4.2 Performance Measurement / Evaluation

Performance will be evaluated on how quickly the debris collection, processing and disposal services can be completed following issuance of a Notice to Proceed.

ATTACHMENT A – INSURANCE
ATTACHMENT B – PRICE SCHEDULE
ATTACHMENT C – AFFIDAVIT
ATTACHMENT D – CORPORATE RESOLUTION
ATTACHMENT E – SIGNATURE PAGE
ATTACHMENT F – SAMPLE SERVICES AGREEMENT

**CITY OF KENNER
ATTACHMENT A**

**GOODS AND SERVICES VENDORS
FOR CONTRACTS OVER \$100,000
INSURANCE SPECIFICATIONS**

**PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO ENSURE
ALL INSURANCE COSTS ARE INCLUDED IN BID.**

I. INSURANCE REQUIREMENTS:

THE VENDOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS PROJECT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. THE CITY OF KENNER (HEREIN AFTER REFERRED TO AS KENNER), THROUGH ITS RISK MANAGEMENT CONSULANT, WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED, PRIOR TO THE START OF WORK. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT, PREFERRED VENDOR STATUS OR PERMIT ISSUANCE. IF APPLICABLE, SUBCONTRACTORS MUST MEET THESE REQUIREMENTS AS WELL. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO CITY OF KENNER.

A. GENERAL:

The following insurance requirements shall be provided and shall apply on a primary basis. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. This limit may include umbrella or excess liability coverages. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

B. INSURANCE:

Insurance obtained and maintained by the Vendor shall contain the following coverages and limits:

1. WORKERS COMPENSATION:

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employers Liability with minimum acceptable limits of \$1,000,000/\$1,000,000/\$1,000,000; and
- c. Waiver of subrogation in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

2. GENERAL LIABILITY:

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limit: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate; including
 1. Product Liability coverage if selling food or goods, and
 2. Liquor Liability coverage if selling, serving or furnishing alcohol;
- b. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees and volunteers on CG 2010 Form B (edition 07 04), or approved equivalent; and
- c. Waiver of Transfer of Rights of Recovery Against Others to in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

Note: *The general liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for this project in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity that would normally be provided by the policy. General liability shall include coverage under damage to rented premises.*

3. AUTO LIABILITY:

- a. Minimal acceptable limit: \$1,000,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto or for All Owned autos and Hired and Non-owned Autos. If Vendor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- d. Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

II GENERAL SPECIFICATIONS

A. Vendor's Liability Insurance:

The Vendor shall purchase in its name, and maintain at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Vendor's performance and furnishing of the work, goods or services, whether it is performed and/or furnished by the Vendor, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods or services, or by anyone for whose acts any of them may be liable. Additionally, the Vendor should be aware of and comply with any requirements of its own insurance policies.

If applicable, the Vendor shall require all subcontractors to maintain, in limits equal to or greater than Vendor's, the same insurance coverage for work performed or goods or services provided. The vendor shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any work and provide goods and/or services. At no time

shall the Vendor allow any subcontractors to perform work and/or provide goods or services without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, the Vendor shall be responsible for any damages or liabilities arising from the subcontractors work, actions, or inactions.

B. General Requirements:

1. Qualifications of Insurers:

- a. All insurance required in this document are to be purchased and maintained by the Vendor from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A VII as of the most currently published *A.M. Best Guide*. Any variance must be approved by KENNER.
- b. If the insurance company(s) providing any insurance coverage furnished by the Vendor is declared bankrupt, becomes insolvent, its right to do business in Louisiana is terminated or it ceases to meet the requirements of this Document, the Vendor shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to KENNER. KENNER reserves the right to mandate cessation of all work or provision of goods and/or services until the receipt of acceptable replacement insurance.

2. **Partnerships and Joint Ventures:** If the Vendor is a partnership or joint venture then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture shall also be furnished.

3. Certificates of Insurance/Policies of Insurance:

- a. The Vendor shall deliver to KENNER Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the Vendor has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the acceptance of the vendor application, the Vendor shall furnish to KENNER the certificates of insurance as required in this Document. KENNER reserves the right to require a complete copy of all policies, forms and endorsements, if it is deemed necessary.
- b. KENNER may require that any impaired aggregate (s) be replenished in its favor prior to commencement of work or the provisions of goods and/or services; and/or during its progress.
- c. KENNER reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of bidder. KENNER reserves the right to request certified copies of any policy (s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to KENNER within ten (10) days of the written request.

4. **Objection by KENNER:** If KENNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Vendor in accordance with the insurance requirements for the work and/or the provision of goods and/or services on the basis of non-conformance with the requirements, KENNER shall notify the Vendor in writing within fifteen (15) days after receipt of the Certificates. The Vendor shall provide a written response to KENNER's objections within ten (10) days from the date of the letter request.
5. **The Vendor's Failure:** Upon failure of the Vendor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of KENNER, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Vendor to purchase and maintain insurance shall not relieve the Vendor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Vendor concerning indemnification.
6. **No waiver of liability:** Acceptance of evidence of the insurance requirements by KENNER in no way relieves or decreases the liability of the Vendor for his performance of any work or the provision of goods or services. Additionally, the Vendor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Vendor's limits of liability or which may be outside the coverage scope of the Vendor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Vendor that may arise from the performance of work and/or provision of goods and/or services. The Vendor's coverage is to be primary for any and all claims and/or suits related to or arising from his operations and any of the insurance coverage(s) maintained by KENNER is/are to be deemed as excess of the Vendor's insurance coverage and shall not contribute with or to it in any way. The limits required herein are the minimum acceptable limits for this contract. KENNER in no way affirms that this is an adequate level of insurance for its operations.
7. **No Recourse Against KENNER:** The insurance companies issuing the policies shall have no recourse against KENNER for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the Vendor.

ATTACHMENT “B”

PRICE SCHEDULE

The Cost Proposal shall be submitted to the City should be clearly marked “**Cost Proposal in Response to Post Disaster Debris Collection, Processing and Disposal Services.**” The Cost Proposal should be submitted separately from the Technical Proposal and placed in a separate envelope.

Each Proposer must complete and submit this Fee Schedule and include it in the Cost Proposal. The Fee Schedule requires the Proposer provide a rate which will be multiplied by the estimated quantities. The estimated quantities and rates will be totaled and used to compare the costs submitted by each Proposer. The estimated quantities are provided for evaluation purposes only, and are not representative of the actual or expected quantities in an actual emergency event. The Cost Proposal will be evaluated on the rates submitted on the Fee Schedule, and the rates should be included of all costs including the following:

- Tipping fees/disposal costs for All Waste shall be paid by Contractor.
- Management, Processing and Loading of all eligible debris and/or residue at the TDSRS including locating, leasing (if required), preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, and segregation of vegetative debris and construction and demolition debris; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS.
- Fallen Trees - The Contractor shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the Row.
- Demobilization - All arrangements necessary to demobilize the Contractor’s labor force and machinery needed to perform the Scope of Services contained herein shall be made by the Contractor including monitoring stands at temporary and permanent landfill sites.
- Temporary Storage of Documents - The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- Debris Planning Efforts - The Contractor shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include, but are not limited to, development of a debris management plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- Closure and Remediation of the TDSRS - The Contractor shall remove all Contractor equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the Contractor.

- Reporting and Documentation - The Contractor shall provide and submit to the City all reports and documents as may be necessary to adequately document the Debris Recovery Services in accordance with FEMA/State requirements.

[Remainder of page intentionally left blank, Fee Schedule to follow]

FEE SCHEDULE

Item	Description	Units	Est. Quantities	Unit Price	Total
1	Mobilization of personnel and equipment upon issuance of a Notification of Need by Owner.	Storm/Event	1		
2	Vegetative storm debris picked up at the designated work zone, to a Temporary Debris Storage and Reduction Site (TDSRS).	CY	7,000		
3	Vegetative storm debris picked up at the designated work zone; hauled to Owner approved landfill.	CY	3,000		
4	Construction and Demolition Debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site at the following distances.				
4.1	16-30 Miles	CY	2,000		
4.2	31-60 Miles	CY	1,000		
5	Storm deposited silt and sand picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS) or site approved by owner or its agent at the following distances.				
5.1	0-15 Miles	CY	200		
5.2	16-30 Miles	CY	100		
5.3	31-60 Miles	CY	50		
6	Reduction of vegetative storm debris (grinding or shredding) at the TDSRS.	CY	2,500		
7	Validated load haul tickets from the TDSRS for final processed vegetative debris at an Owner approved recycling facility, disposal site or landfill at the following distances.				
7.1	0-15 Miles	CY	50		
7.2	16-30 Miles	CY	50		
7.3	31-60 Miles	CY	50		
7.4	61-90 Miles	CY	50		
7.5	91-120 Miles	CY	50		

8	Validated load haul tickets from the TDSRS for final processed construction and demolition debris at an Owner approved recycling facility, disposal site or landfill at the following distances.				
8.1	0-15 Miles	CY	500		
8.2	16-30 Miles	CY	250		
8.3	31-60 Miles	CY	100		
8.4	61-90 Miles	CY	150		
8.5	91-120 Miles	CY	100		
9	Hazardous trees - Trees will be evaluated by the Owner and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 24 inches above the ground must be at least 12 inches in diameter. Trees with branches remaining - FEE ONLY TO CUT TREE				
9.1	6-12" Diameter	Per Tree	50		
9.2	12.01-24" Diameter	Per Tree	50		
9.3	24.1-48" Diameter	Per Tree	50		
9.4	> 48.1" Diameter	Per Tree	50		
10	Hangers - Hangers will be considered any hanging/damaged limbs remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the Owner, will remove hangers for a unit price per hanger.				
10.1	2-4" Hangar	Per Hangar	50		
10.2	5-12" Hangar	Per Hangar	50		
10.3	> 12" Hangar	Per Hangar	50		
11	White Goods - The CONTRACTOR shall load, haul and dispose or recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws.	Each	500		

12	Freon Recovery - The CONTRACTOR SHALL REMOVE AND RECOVER freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal state and local rules, regulations and laws by a licensed contractor debris and initiating load tickets for final disposition; and closure and remediation of the TDSRS.	Gal	100		
13	Hazardous Stumps (removal, Backfill, Haul to TDSRS) - The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. Each stump will be measured by the Owner and Contractor 3 feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the Owner and recorded by Inspector on a specific record provided by Owner.				
13.1	< 6"	Each	50		
13.2	6-12"	Each	50		
13.3	12-24"	Each	50		
13.4	24-48"	Each	50		
13.5	> 48"	Each	50		
14	Spoiled Food and Non-Hazardous Waste Removal and Disposal – The removal, loading, hauling, handling, staging, and hauling to the ultimate disposal site of spoiled food and non-hazardous waste that requires special handling required by the Owner.	Lb.	500		

15	Household Hazardous Waste (HHW) - Search safely accessible residential structures, including garages and detached outbuildings, and remove and stage on the right-of-way all HHW and document reason any house that is considered inaccessible. HHW will be removed and disposed by others.	Pre Municipal Address	25		
16	Dead animal removal and disposal 0-150 lbs.	Each	50		
17	Dead animal removal and disposal over 150 lbs.	Each	10		
TOTAL					\$

ATTACHMENT "C"

AFFIDAVIT

**STATE OF LOUISIANA
CITY OF KENNER**

BEFORE ME, the undersigned authority, personally came and appeared,
_____, who after being duly sworn and deposed, said
that he is the fully authorized _____ of _____
hereinafter referred to as CONSULTANT:

- (1) CONSULTANT has not and will not employ any person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which they are to directly or indirectly receive payment, other than persons regularly employed by CONSULTANT, whose services in connection with the project or in securing the public contract are in the regular course of duties for CONSULTANT.
- (2) No part of the contract price was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by CONSULTANT whose services with the project are in the regular course of their duties for CONSULTANT.
- (3) Included herein is a list of all campaign contributions and value of in-kind contributions made to elected officials of the City of Kenner during the current term and past term and CONSULTANT has not made any contributions to or in support of elected officials of the City of Kenner through or in the name of another entity, either directly or indirectly.

CONSULTANT By: _____

SWORN AND SUBSCRIBED
TO ME THIS _____ DAY OF
_____, 2019.

NOTARY PUBLIC

PRINT NAME

BAR OR NOTARY NUMBER

ATTACHMENT "D"
CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF _____, INCORPORATED.

AT THE MEETING OF THE DIRECTORS OF _____, INCORPORATED, DULY NOTICED AND HELD ON _____, A QUORUM BEING PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE CITY OF KENNER OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE: _____

ATTACHMENT “E”
SIGNATURE PAGE

RFP 19-6496

The City of Kenner Department of Purchasing is soliciting Request for Proposals (RFP’s) from firms interested in providing “food services for disaster and/or emergency events”. This contract may be invoked for Parish, State and Federally declared disaster events,” in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP).

Request for Proposals will be received until 4:00 p.m. Local Time on: Monday, July 22, 2019.

(Type Name of Person Authorized to Sign)

(Company Name and LA. License number if required)

(Street Address)

(City, State, Zip Code)

(Area Code) (Phone Number) (Area Code) (Fax Number)

(Signature of Person Authorized to Sign)

(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

**ATTACHMENT “F”
SAMPLE SERVICES AGREEMENT
AGREEMENT
BY AND BETWEEN
CITY OF KENNER
AND**

BE IT KNOWN AND REMEMBERED that this Agreement is made and entered into by and between the **City of Kenner** (hereinafter referred to as “City”), a local governmental subdivision of the State of Louisiana, represented herein by Michael S. Yenni, Mayor, acting pursuant to authorization granted by the Charter of the City of Kenner, and _____ (hereinafter referred to as “Contractor”), represented herein by _____, duly authorized, to-wit:

1) **Scope of Work:**

2) **Term:**

Effective Date:

Termination Date:

3) **Maximum Agreement Amount:**

4) **Terms of Payment:**

5) **Insurance and Bonds:** Contractor shall maintain insurance coverage in accordance with the requirements set forth in any Bid solicitation, Request for Proposals, or Request for Qualifications that constitutes a part of this Agreement, and the attached Contract Insurance Requirements, if any, which are incorporated herein by reference.

6) **Representations of Contractor:** In order to induce City to enter into this Agreement, Contractor represents that Contractor has familiarized itself with the nature and extent of the Agreement documents, the work, the locality, and all Federal, State, and local laws, ordinances, rules, and regulations which may in any manner affect the progress of performance of the work. Further, Contractor has given City written notice of any conflicts, errors or discrepancies that he has discovered in the Agreement documents, and hereby accepts the written resolution thereof.

7) **Termination for Cause:** City may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or the failure of Contractor to fulfill its performance obligations pursuant to this Agreement, provided that City shall give Contractor written notice specifying Contractor’s failure. If within thirty (30) days after receipt of such notice, Contractor shall not have corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then City may, at its option, place Contractor in default and the Agreement shall terminate on the date specified in such

notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of City to comply with the terms and conditions of this Agreement, provided reasonable opportunity for City to cure the defect.

Termination for Convenience: City may terminate the Agreement at any time by giving thirty (30) days written notice to Contractor of such termination. In the event of termination of this Agreement due to any of the above, Contractor shall be paid for work performed in a satisfactory manner prior to Contractor's receipt of written notice of termination.

- 8) **Conflict of Interest:** By signing this Agreement, Contractor covenants that there is no public or private interest, direct or indirect, and that Contractor shall not acquire directly or indirectly in the future any such interest which does or may conflict in any manner with the performance of services rendered by Contractor or obligations under this Agreement. Any conflicts shall be timely disclosed to City and City shall determine whether the conflict is cause for non-execution or termination of this Agreement. Contractor further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by Contractor.
- 9) **Criminal Background Records:** In the event that Contractor and/or employees/agents of Contractor are required to work with or volunteer directly with children in the performance of services required under this Agreement, then Contractor and/or employees/agents of Contractor shall submit to criminal background checks pursuant to the requirements of the Louisiana Child Protection Act.
- 10) **Notices:** Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by certified mail, postage prepaid with return receipt requested, as follows:

Notices should be sent to City at the following address:

City of Kenner
c/o Purchasing Department
1801 Williams Boulevard
Building C, 4th Floor
Kenner, Louisiana 70062

Notices should be sent to Contractor at the following address:

Insert Contractor Information:

Written notices hereunder delivered personally or by certified mail, postage prepaid, return receipt requested, shall be deemed communicated as of actual receipt, in accordance with this paragraph.

- 11) **Non-Discrimination Clause:** Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; Federal Rehabilitation Act of 1973, as amended; Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the

Education Amendments of 1972; Age Discrimination Act of 1975. Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and to not discriminate in its employment practices, and that it will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

- 12) **Auditor's Clause:** It is hereby agreed that City or its designee shall have the option of auditing all accounts of Contractor which relate to this Agreement.
- 13) **Nonassignability:** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of City thereto, provided, however, that claims for money due or to become due to Contractor from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to City.
- 14) **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or council appropriation shall be said Contractor's obligation. Pursuant to LSA R.S. 47:301 *et seq.*, City is excluded from the payment of the state sales and use tax and the sales and use tax levied by any political subdivision.
- 15) **Independent Contractor:** While in the performance of providing services or carrying out obligations under this Agreement, Contractor and/or its employees shall be acting in the capacity of independent contractor(s) and not as employee(s) of City. City shall not be obligated to any person, firm, corporation, or other entity for any obligation of Contractor arising from performance of services under this Agreement. Contractor herein expressly acknowledges and agrees that nothing contained in this Agreement shall be construed in any manner as creating or establishing the relationship of employer/employee between Contractor and City. It is further expressly declared and acknowledged by all parties to this Agreement that Contractor and/or its employees are independent contractor(s) and as such shall not receive nor be entitled to any benefits from City, including but not limited to benefits relating to life and/or medical insurance, worker's compensation coverage, accrued sick or annual leave, retirement, Federal Insurance Contributions Act (FICA), or unemployment compensation coverage. Sole compensation consists of fees earned in connection with the scope of work described above and, which shall be rendered in accordance with the terms of payment specified herein.
- 16) **Ownership of Records:** All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of City, and shall, upon request, be returned by Contractor to City, at Contractor's expense, at the termination or the expiration of this Agreement.
- 17) **Entire Agreement:** This Agreement, together with any Bid solicitation, Request for

Proposals, or Request for Qualifications issued by City, any Bid response, Proposal, or Statement of Qualifications submitted by Contractor in response to City's request, and any exhibits incorporated herein by reference, constitute the entire Agreement between the parties with respect to the subject matter for this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor not provided for in this Agreement shall be allowed by City.

- 18) **Order of Precedence:** In the event of any inconsistent or incompatible provisions in agreements entered into pursuant to a Bid solicitation, Request for Proposals, or Statement of Qualifications, this executed Agreement shall take precedence, followed by the provisions of City's Bid solicitation, Request for Proposals, or Statement of Qualifications, and then by the terms of the Contractor's Bid response, Proposal, or Statement of Qualifications.
- 19) **Hold Harmless Provision:** Contractor agrees to protect, defend, indemnify, save and hold harmless the City of Kenner, its Departments, Agencies, Boards, Commissions, officers, agents, public servants, and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees, as well as any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action, except for those claims, demands, and/or causes of action arising out of the negligence of the City of Kenner, its Departments, Agencies, Boards, Commissions, officers, agents, public servants, and employees, including volunteers.
- 20) **Fiscal Funding:** This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of the Agreement by the Council of the City of Kenner. If the Council fails to appropriate sufficient funds to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor or by any means provided for in the Charter of the City of Kenner or applicable Louisiana law to prevent the total appropriation for the year from exceeding the revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of the Agreement, then the Agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. It is the responsibility of Contractor to advise City in advance if Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.
- 21) **Code of Ethics:** Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes of 1950 (LSA R.S. 42:1101 *et seq.*, "Code of Governmental Ethics") applies to Contractor in the performance of services and work authorized pursuant to this Agreement. Contractor agrees to immediately notify City if potential or actual violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
- 22) **Severability:** The parties to this Agreement understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Agreement shall be governed by the laws and regulations of the United States of America, the

State of Louisiana, and the City of Kenner. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.

- 23) **Applicable Law and Venue:** This Agreement shall be consummated in the State of Louisiana, and shall be governed and/or construed in accordance with the laws of the State of Louisiana. Venue shall be the Twenty Fourth Judicial District Court for the Parish of Jefferson, State of Louisiana. By entering this Agreement, Contractor expressly waives any objections to jurisdiction and venue, regardless of Contractor's residence or domicile. In the event that either City or Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.
- 24) **Subcontractors:** Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without first obtaining written approval of City, which, if granted, shall be attached to the original Agreement. Any subcontracts approved by City shall be subject to conditions and provisions as City may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase by Contractor of supplies and services which are incidental but necessary for the performance of the work required under this Agreement; and provided, further, however, that no provisions of this clause and no such approval by City or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of City beyond those specifically set forth herein.
- 25) **Federal Clauses:** Contractor agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:
- A) Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
 - B) Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor Regulations (29 CFR Part 3).
 - C) Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).
 - D) Contractor shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.
 - E) Contractor shall comply with all notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - F) Contractor shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.

- G) Contractor shall provide access by the State of Louisiana, City of Kenner, United States of America, Federal Emergency Management Agency, Controller General of the United States, or any of their duly authorized representatives, to any books, documents, papers and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination or excerpts, and transcriptions.
- H) Contractor shall retain all required records for a period of at least three years after the State of Louisiana or City of Kenner has made final payments and all other pending matters are closed.
- I) Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).
- J) Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 STAT 871).

This Agreement contains or has attached hereto all of the terms and conditions agreed upon by the contracting parties. In witness whereof, this Agreement has been signed on the date(s) indicated below.

WITNESSES:

CITY OF KENNER

 Printed
 Name: _____

By: _____
 E. Ben Zahn, Mayor

Date: _____

 Printed
 Name: _____

WITNESSES:

SUCCESSFUL PROPOSER

 Printed
 Name: _____

By: _____

Date: _____

 Printed
 Name: _____