



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**City of Central EBR Parish Request for Proposals for a Unit Price
Contract for Storm Debris Removal 2023-2024 Solicitation No. 2023-004
City of Central**

Project documents obtained from www.CentralBidding.com

08-Aug-2023 07:53:52 AM



NAME OF PROPOSER: CTC Disaster Response, Inc.

PROPOSER'S MAILING ADDRESS: 6021 SW 29th St. PMB #130

CITY: Topeka STATE: KS ZIP CODE: 66614

CONTACT PERSON: Greg Gathers

OFFICE PHONE NO.: 785-478-9805 CELL PHONE NO.: 785-221-7550

FACSIMILE NO.: 785-478-4195 EMAIL: ggathers@ctcdisaster.com

6021 SW 29th St. PMB #130

Topeka, KS 66614

(785) 478-9805 – Office

(785) 478-4195 – Fax

ggathers@customtreecare.com

www.customtreecare.com

(Office locations in Kansas, Alabama, Florida & Texas)

**APPENDIX A
CITY OF CENTRAL
PROPOSAL FORM FOR UNIT PRICE CONTRACT FOR
STORM DEBRIS REMOVAL CITY OF CENTRAL 2023-2024**

The undersigned represents that he/she is authorized to submit the attached proposal on behalf of:

PROPOSER: CTC Disaster Response, Inc.

PROPOSER'S ADDRESS: 6021 SW 29th St. PMB #130

CITY: Topeka STATE: KS ZIP CODE: 66614

Proposer has carefully examined the, QUOTATION FORM, SCOPE OF WORK AND OTHER APPLICABLE DOCUMENTS made a part of this Request for Proposals. Proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of the Request for Proposals.

Proposer understands that Central has discretion to reject any or all bids if determined to be in the best interest of Central. Central does not guarantee it will need such services during the Contract Period.

Proposer agrees to furnish to Central evidence of required insurance and a performance bond (if applicable) required for the project within 48 hours after receiving notice of contract award.

Contract Period

Contract period is September 13, 2023 through December 31, 2024. All prices and quotes are valid through September 13, 2023 and through the contract term.

Contract Price/Payment

Price for quantities collected on a cubic yard basis shall be provided on the Schedule of Items attached as Appendix B. The contract unit price shall not exceed the unit cost quoted by the successful bidder for the maximum cubic yards collected.

Undisputed invoices will be paid, less a 10% retainage, within 30 days from receipt of invoice and supporting documentation. Retainage will be released upon satisfactory completion of work and certification of payment for all materials, labor, and supplies used to perform work.

SIGNATURE: Greg Gathers TITLE: President

PRINTED NAME: Greg Gathers DATE: August 22, 2023

**PROPOSER'S ORGANIZATION
COMPLETE ALL APPLICABLE SECTIONS**

INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Fax: _____ Email: _____

PARTNERSHIP

Firm Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Managing Partner: _____

Phone: _____ Cell: _____

Fax: _____ Email: _____

LIMITED LIABILITY COMPANY

Company Name: _____

Manager: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Fax: _____ Email: _____

CORPORATION

Corporation Name: CTC Disaster Response, Inc.

Person authorized to bind entity/Title: Greg Gathers

Address: 6021 SW 29th St. PMB #130

City: Topeka State: KS Zip Code: 66614

State of Incorporation: KS

Phone: 785-478-9805 Cell: 785-221-7550

Fax: 785-478-4195 Email: ggathers@ctcdisaster.com

**PROPOSALS OF LEGAL ENTITIES MUST BE SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE
ENTITY. ATTACH PROOF OF AUTHORIZATION.**

**APPENDIX B
CITY OF CENTRAL
SCHEDULE OF ITEMS FOR UNIT PRICE CONTRACT FOR
STORM DEBRIS REMOVAL**

Item No.	Item Description	Unit	Unit Price
1	Emergency Roadway Debris Clearance	/Crew – Hours	LOADER + 3 MAN CREW \$295.00
2	Total Debris Collection and Removal by Volume	/Cu. Yd	6.98
3	Hazardous Stump Removal, Greater than 24" diameter	/Each	195
4	Cutting and Removal Hazardous Leaning Trees	/Each	165
5	Cutting and Removing Hanging Tree Limbs	/Tree	85
6	Collection and Disposal of Dead Animals	/Pound	.50
7	Collection & Transport White Goods	/Each	30
8	Collection and Disposal of C&D Debris	/Cu. Yd.	7.98
9	Processing of Burnable Debris Using air curtain incinerator at Disposal site	/Cu. Yd.	2. INCLUDES SITE MANAGEMENT.

TIPPING FEES TO BE INVOICED AT ACTUAL COST AS A PASS THROUGH WITH NO MARKUP.

The signature on Page 2 of this document certifies that the bidder has carefully examined all documents associated with this request for proposals and other applicable documents made a part of this Request for Proposals. Proposer further certifies that the prices shown are in full compliance with all the conditions, terms, and specifications of this Request for Proposals.

These prices are valid through September 13, 2023 and through the contract date.

**All unit prices requested will be reviewed for reasonableness; however, the following formula will be used to determine the lowest priced proposal:
The sum of 95 times the Unit Price for Item No. 2 and 5 times the Unit Price for Item No. 8.**

**EXHIBIT A
PROJECT AREA MAP
AND
POTENTIAL TEMPORARY DEBRIS STAGING
AND REDUCTION SITES (TDSRS)**

The attached map of the city limits of the city of Central (City) identifies the project area.

The following list of designated temporary debris staging and reduction sites (TDSRS) are expected to be available this time. Additional sites may be established by the City. The number and location of additional sites will depend on the magnitude of the disaster event and the scale of the debris collection and removal operation.

Natural Resources Recovery:

12537 Scenic Hwy.

Baton Rouge, LA 70807

(Approximately 12 miles or 20 minutes travel time from Central City Hall, located at 13421 Hooper Road, near the center of the city)

White Goods Recycling:

North Landfill

16001 Samuels Road

Zachary, LA 70791

(Approximately 17 miles or 23 minutes travel time from City Hall)

Additional *possible* TDSRS:

BREC

N. Sherwood Forest Blvd at S. Choctaw Drive

Baton Rouge, LA 70814

(Approximately 7 miles or 11 minutes travel time from Central City Hall)

INSERT MAP HERE

EXHIBIT B

INSTRUCTIONS TO PROPOSERS

1. Proposers are urged to review the entire Request for Proposals prior to responding. Proposers are responsible for supplying all materials and labor necessary to complete work.
2. The contract title and proposer's name must be clearly printed on the outside of the bid envelope. Only one proposal will be accepted from each proposer.
3. The method of delivery of proposals is the responsibility of the proposer. All proposals must be received by the City of Central at 13421 Hooper Road, Suite 8, Central, LA 70818 or by submission through www.centralbidding.com on or before the specified opening date of August 15, 2023, 12pm. Late proposals will not be accepted under any circumstances. Items should be marked ATTN: Debris Removal RFP.
4. After opening, proposals may not be withdrawn for a period of 60 days.
5. Proposals shall be on copies of the proposal form furnished by Central. Central will accept proposals from proposers in whose names the proposal forms were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the proposal non-responsive and subject to rejection.
6. Central specifically reserves the right to evaluate proposals and award items separately, grouped or on an all or none basis, to accept the proposals which are in the best interest of Central, and to reject all proposals if that is in the best interest of Central.
7. All quotes must be clearly typed or written. Inability to read any information may result in rejection of the proposal.
8. All proposals must be signed by an individual authorized to bind Proposer. Failure to do so shall cause the proposal to be rejected.
9. Written addenda issued prior to opening which modifies the proposal shall become a part of the proposal for submittal, and shall be incorporated within the contract. Only a written interpretation or correction by Addendum shall be binding. Proposers shall not rely upon any interpretation or correction given by any other method.
10. Contract prices shall remain firm for duration of contract and no price increases will be allowed. In the event of a price decrease, the City must be notified immediately and be allowed to take advantage of such decrease beginning with the effective date of the price decrease.
11. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of Central, or any business owned by a spouse which has more than a 25% interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, proposers should contact the Board of Ethics prior to submission of the proposal. Any violation of the Code of Ethics shall be grounds for disqualification of proposal or cancellation of contract.

12. If Proposer is placed in default by Central for failure to accept the order or contract, after being awarded the contract, for failure to timely deliver, or for otherwise unsatisfactory performance, bidder shall be subject up to six months suspension from bidding or proposing on any City of Central work. In the event, proposer is not eligible to submit a bid for any project or contract for work for which he as been placed in default.
13. Central is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
14. Right to Audit Clause: Contractor shall permit Central's authorized representative to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
15. Central is exempt from all state and local sales taxes; however, proposers should include in cost any applicable taxes required to be paid for purchase of materials and services required to perform the work.
16. Contractor, and any sub-contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in connection with work hereunder.
17. Contractor shall indemnify the City of Central against any and all liens for which City of Central owned property may become liable as a result of Contractors work hereunder.
18. Before issuance of final payment, Contractor will be required to submit evidence satisfactory to Central that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.
19. All material and workmanship, as applicable, shall be guaranteed for a minimum of one year, unless provided otherwise by the specification or bid form. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.
20. The City of Central, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees or agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City of Central, its officers, employees and agents. Accordingly, Contractor shall indemnify and hold the City of Central, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor, or Contractor's officers, employees, agents or subcontractors.
21. Proposer shall submit an appropriate resolution approving the contract.
22. Contractor shall furnish evidence of insurance required by Exhibit C prior to commencing services.
23. Contractor shall furnish a performance bond in the estimated contract amount.

24. Contractor shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Contractor shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Contractor shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.
25. ANTI-KICKBACK CLAUSE: Contractor shall agree to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
26. CLEAN AIR ACT: Contractor shall agree to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.
27. ENERGY POLICY AND CONSERVATION ACT: Contractor shall recognize the 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. (P.L.94-163).
28. CLEAN WATER ACT: Contractor shall agree to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
29. ANTI-LOBBYING AND DEBARMENT ACT: Contractor shall comply with Federal statutes required in the Anti-Lobbying Act and Debarment Act.

EXHIBIT C
Insurance Requirements for
Disaster Debris Removal Services

CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE: Contractor and any sub-contractors shall carry and maintain at least the minimum insurance specified below until completion and acceptance of the work. Contractor shall not commence work until certificates of insurance have been approved by the City. Insurance companies listed on the certificates must have industry rating of A-, Class VI or higher, according to A.M. Best's Key Rating Guide. Contractor is solely responsible for assuring that its sub-contractors meet these insurance requirements. The Contractor shall furnish copies of insurance certificates for subcontractors, and/or copies of all actual policies including the Contractor's policies.

A. Commercial General Liability – Occurrence basis:

General Aggregate	\$2,000,000
Project-Comp/Op Agg	\$2,000,000
Personal & Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expenses	\$ 5,000

B. Business Auto – Any Auto; or Owned, Non-Owned & Hired: \$2,000,000

C. Standard Workers Compensation – Full statutory liability for State of Louisiana with Employer's Liability Coverage of not less than \$1,000,000 per occurrence.

D. Coverage afforded to Central applies as primary and not excess or contributing to any other insurance carried by Central.

E. Central must be named as additional insured on all general liability policies described above.

F. Waiver of subrogation in favor of Central is required from Workers' Compensation Insurer.

G. Certificates must provide for 30 days written notice to Certificate Holder prior to cancellation or change.

H. The Certificate Holder should be shown as: City of Central, notices of change or cancellation shall be provided to :

ATTN: Wade Evans, Mayor
13421 Hooper Road, Suite 8
Central, LA 70818

All insurance certificates must be filed with the City of Central for approval by the time of execution of Agreement by Contractor, but in any event not later than five calendar days after receipt of notification of award, and prior to beginning any work.

EXHIBIT D
SUBMISSION REQUIREMENTS AND CONTRACT SELECTION

A. Submission Requirements

1. To be considered, submit all required documents prior to deadline.
2. Proposers shall submit a statement of qualifications to meet the city of Central's objectives and perform tasks listed in the Scope of Services. State of qualifications shall include the size of the firm, office location from which the service is being performed and nature of staff and equipment to be employed for the project.
3. List of equipment available for the project.
4. List of all disaster specific experience within the last five years, including response time, client list, and a contact person. This includes previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.
5. Explanation of how quickly you could mobilize based on the severity of the disaster.
6. Indicate and list any legal actions against your company in the last five years.
7. A debris management and response plan applicable for the scope of services.
8. Minimum of three letters of reference.
9. Any plans for subcontractor participation.

B. Information to be submitted in a sealed envelope or package in the order requested.

1. Cover Sheet (Page 1)
2. Proposal Form for Unit Price Contract for Storm Debris Removal City of Central 2023-2024 (Page 2)
3. Proposers Organization (Page 3)
4. Schedule of Items (Page 4)
5. Statement of Qualifications

C. Limitations

1. This Bid does not commit the City of Central to the award of a contract, or to pay any cost incurred in the preparation for a response to this request.
2. The City of Central may or may not require the prospective proposer to participate in an interview and to submit additional technical information to determine eligibility.
3. The City of Central reserves the right to reject any and all bids, to request additional information, and to award a contract deemed most advantageous to the City of Central.



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**City of Central EBR Parish Request for Proposals for a Unit Price
Contract for Storm Debris Removal 2023-2024 Solicitation No. 2023-004**
City of Central

Project documents obtained from www.CentralBidding.com

08-Aug-2023 07:53:52 AM

SOLICITATION NO. 2023-004
ADDENDUM #1

Bidding deadline is extended to September 1, 2023 at 12:00 noon.

Any proposer who has previously submitted a proposal before the issuance of this addendum can withdraw their proposal as outlined below and submit an updated proposal by September 1, 2023 at 12:00 noon.

Solicitation No. 2023-004 is also edited to include the below Administrative Information, Scope of Services, map (Exhibit B), and Submission Requirements and Contractor Selection (Exhibit E).

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The City of Central seeks bids from qualified firms to perform debris collection, removal, processing and disposal services for storm debris. The City reserves the right to reject any or all responses. During this disaster event, Contractor must coordinate with City and state debris management and FEMA to ensure that debris removal is performed in an efficient and effective manner in compliance with all eligibility criteria for available federal and state funding. Such work shall be managed in accordance with local, state and federal regulations, guidelines, and laws regarding recycling and disposal of the debris following a natural disaster or destructive event.

1.2 Goals and Objectives

Contractor will remove large volumes of disaster generated debris, household hazardous waste, and white goods from areas of the City of Central, as directed by the City, in a timely, efficient, and cost-effective manner. Contractor will be responsible for removing, collecting and disposing of debris including white goods and dead animals; providing project management services; providing an action plan to City detailing the sequence and timing of debris clearing and collection; 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, including providing a hot-line phone number and email address for the public to report complaints and make requests; and obtaining all necessary local, state, and federal permits and licenses.

City intends to ensure that all work performed pursuant to the Contract is eligible for funding through available funding sources including FEMA's PA Program and performed in accordance with FEMA regulations, policies, and guidelines, as well as with any other applicable state or federal regulations, policies, and guidelines.

At all times, Contractor shall take direction from Central's Mayor or City's designee. Direction by the Mayor may also mean direction by a monitor (the "Monitor").

Single Award: City intends to award one contract and does not anticipate multiple awards; however, City reserves the right to make multiple or partial awards.

GENERAL REQUIREMENTS

Contractor shall provide all necessary equipment, operators, and other personnel for a comprehensive debris removal and disposal operation. The work to be performed shall include but not be limited to segregation, removal, hauling, and disposal of debris on public land and rights of way. Contractor shall not be paid to remove, process, or dispose of debris unrelated to the event in the Notice to Proceed ("NTP"). Contractor will serve as the general contractor for the purpose of debris removal and disposal operation. Contractor will use all required resources including subcontractor(s) as necessary to restore the health, safety, and welfare of the community in a timely and cost-effective manner. Contractor will be able to use its own subcontractors, with the expectation that those subcontractors will be members of the local workforce whenever possible. Contractor shall obtain all permits and licenses necessary to complete the work. The Contractor shall supply comprehensive documentation of work by volume, location, time, and date per FEMA and FHWA reporting requirements and/or any other applicable state and federal reporting requirements.

The Contractor must be capable of providing all services necessary and fully understand FEMA, FHWA, and State of Louisiana requirements of a natural disaster or destructive event debris clean-up operations.

NON-EXCLUSIVITY AND RIGHT TO REASSIGN

The City expects to achieve the following outcomes through this Contract:

Provide a skilled and qualified Contractor that has a strong record and experience with FEMA and all applicable State and Federal Disaster Specific Guidance(s) and policies related to disaster debris management, removal and disposal services on an on-call and emergency basis to assure the City gets dependable, responsive, proven and expert services.

- Obtain the lowest possible pricing.
- Establish a cost-effective contract to provide immediate response to the City's needs during an emergency or disaster.

A. Qualifications and Experience:

All bidders shall hold all required licenses to perform the work.

Each bidder is required to submit with the bid certified supporting data regarding the bidder's experience, qualifications, and suitability for the work to be performed, which should include the following information, sworn to under oath by the bidder, or, if an entity, an authorized representative:

1. The bidder must have expertise and experience in assisting governmental entities in debris removal following a disaster.
2. Bidder must list a minimum of five separate and verifiable disaster recovery events and his respective clients. Clients listed must be for completed work on disaster recovery projects and debris removal and processing projects. At least two of the client references shall be for a disaster recovery project performed for a public or governmental agency. The projects listed should also show experience in FEMA reimbursement and client training. Bidders using joint ventures should include former clients of the joint venture, if applicable. Information on each

client should be provided in the following format:

- Project/event title
 - Client name
 - Contact person and telephone number
 - Location of project (if different than above)
 - Project team
 - Performance period
 - Approximate fee for services
 - Brief description of project
 - Quantity of debris removed
3. Availability of contract managers and key personnel must be identified. Bidder shall identify subcontractors and intended scope of their work. Types and quantities of recovery equipment must be identified. Bidder shall clearly identify equipment owned by Bidder separately from equipment available from other sources. The City expects personnel, subcontractors and equipment identified in the bid to be available for work to complete services. City further expects the identified equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner. The bidder should provide an estimate of the current workload and all future commitments to other emergency response contracts. Bidder should provide reasonable assurance that identified personnel will be available to work on future projects. Bidder must provide 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.)
 4. Bidder shall describe the organizational structure, assigned liaison officer, and the project management methods most appropriate to perform the services outlined in the scope of services. The discussion should include: methods for communicating with team members and City emergency management staff, protocols for team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and any other appropriate management considerations. Bidder should also discuss Bidder's staffing and ability to supervise multiple clean-up crews and subcontractors. This discussion should include Bidder's project management methods that ensure the quality of the work being performed by Bidder's crews and subcontractors.
 5. An itemized list of Bidder's proposed facilities and equipment that accommodates both large and confined/narrow streets and areas that shall be available for use, including equipment, vehicles, and materials that Bidder presently owns and Bidder intends to procure. The equipment specified in the itemized list shall be provided if listed. The equipment may be modified by advance written request by Bidder and written approval by City, any failure to do which shall constitute Breach of Contract.
 6. All Bidders hereunder must furnish satisfactory evidence to City that they are fully competent and have the necessary facilities, experience and pecuniary resources to fulfill the terms and conditions of Contract Documents. Bidders shall provide personnel to manage the work experienced in performing Disaster Debris Removal and Management Services or other related debris removal and Management Services.

7. Bidders who submit qualifications and experience relying on personnel other than those directly employed by Bidder shall provide evidence and assurance as may be required by City that those personnel are in direct and daily management and control of the Work. Examples of such personnel are those from Bidder's parent company, affiliates, joint venture, or other entity accepted by City.
8. Bidders shall inform City of any and all instances wherein a debris removal services contract, or any related solid waste services contract, held by Bidder has been terminated or assigned to others prior to its contract expiration date. Bidder shall make available to City any information regarding the nature and circumstances of the termination as City may deem necessary.
9. Bidders that are wholly-owned subsidiaries of larger parent companies, and that submit qualifications and competency information based in whole or in part on the capabilities of the parent company, shall agree that it will cause its parent company to guarantee the performance of all of Bidder's obligations under the Contract Documents.
10. Bidders shall complete and submit Appendices A, B, C, and D.

1.5 Changes, Addenda, Withdrawals

City reserves the right to change the calendar of events or issue Addenda to the Invitation for Bids at any time. City also reserves the right to cancel or reissue the Invitation for Bids.

If Bidder needs to submit changes or addenda, such shall be submitted in accordance with the instructions for submittal of the bid, signed by an authorized representative of Bidder, cross-referenced clearly to the relevant ITB section. Such shall meet all requirements for the bid.

1.6 Withdrawal of Bid

Any Bidder may withdraw the bid submitted at any time up to the bid opening date and time. To accomplish this, a written request signed by the authorized representative of Bidder must be submitted to City.

1.7 Ownership of Bids

All materials submitted timely in response to this request become property of City. Selection or rejection of a bid does not affect this right. All responses submitted timely will be retained by City.

1.8 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, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

1.9 Taxes

Any taxes applicable shall be assumed to be included within the bidder's cost.

1.10 Use of Subcontractors

Each Bidder shall serve as the single prime Contractor for all work performed pursuant to its contract. Prime Contractor shall be responsible for all deliverables. This general requirement notwithstanding, Bidders may enter into subcontractor arrangements.

1.11 Contract Award and Execution

City reserves the right to enter an Agreement without further discussion of the bids submitted based on the bids received.

1.12 Notice of Intent to Award

Upon review and approval of the recommendation for award by the Mayor, a contract shall be completed and signed by all parties concerned. City shall notify all unsuccessful bidders as to the outcome of the evaluation process.

1.13 Insurance Requirements

Contractor shall furnish City with certificates of insurance affecting coverage(s) required coverage (see Exhibit D). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by City before work commences. City reserves the right to require complete certified copies of all required policies, at any time.

1.14 Subcontractor Insurance

Contractor shall include all subcontractors as insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements for the Contractor.

1.15 No Guarantee of Quantities

City does not obligate itself to contract for or accept more than their actual requirements during the period term of Contract, as determined by actual needs and availability of appropriated funds.

1.16 Bidder's Certification of Uniform Grant Guidance as Prescribed by the Office of Management and Budget (OMB)

Certification of no suspension or debarment: By signing and submitting a bid, Bidder certifies that Bidder, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB's Uniform Grant Guidance regulations.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

PART II. SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Services described herein are the specific conditions for the Disaster Debris Removal and Management Services. These conditions represent the uniform services to which all Bidders must respond. The term "debris" denotes disaster related/generated debris.

2.2 Services

2.2.1 The services to be provided under this scope of work may include the following:

- Collecting and removing debris from public rights-of-way, streets, and roads, including debris collected in bags and placed by the curb;
- Collecting and hauling of debris to a site approved by the City;
- Collecting and disposing of white goods and dead animals and separating these items at the specified debris sites for hauling to their ultimate disposal site;
- Providing project management services;
- Providing community relations support during all phases of disaster recovery work, including providing a hotline telephone number and an email address for the public to report complaints;
- Obtaining all necessary local, state, and federal permits and licenses;
- Follow all guidelines established by the Louisiana Department of Environmental Quality's (LDEQ) Comprehensive Plan for Disaster Clean-up and Debris Management);
- Preparing state and federal reporting and reimbursement documents for review and submission to the City.

2.2.2 Contractor shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all Work as defined in the bid specifications. Contractor will supervise and direct all work, workers and equipment. Contractor is solely responsible for the means, methods, techniques, sequences, safety program and procedures used. 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 Contractor. All communications given to the supervisor in writing by City shall be binding. The name, telephone number and email address of the designated supervisor shall be provided to City within 24 hours of the Notice to Proceed for each Work Order directive issued.

2.2.3 Utilizing Resources in Disaster Area: Contractor shall, to the extent practical, give priority to utilizing resources in City and surrounding areas, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

2.2.4 Ownership of Debris: Title to debris and other waste shall pass to Contractor when placed in the collection equipment. Title to debris and other waste shall remain with Contractor until the time of deposit and/or disposal at the City designated landfill.

- 2.2.5 Work Hours: All activities associated with collection and loading of eligible debris shall be performed during daylight hours, 7 days per week; including holidays, unless otherwise directed by City.
- 2.2.6 Traffic Controls: Contractor shall mitigate the impact of operations on local traffic to the fullest extent practical. Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas. 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 personnel, equipment and workplace.
- 2.2.7 Contractor shall be responsible for cleaning up any spillage of material resulting from debris removal and hauling activities. All Bidder's vehicles shall be equipped at a minimum with brooms, shovels, and rakes.
- 2.2.8 Contractor shall exercise responsible care to protect all public and private property located in and adjacent to the street right-of-way (i.e. curbs and gutters, catch basins, sidewalks, driveways, fire hydrants, mailboxes, etc.) in the execution of the debris removal and hauling activities. Contractor shall be responsible for all damages to public and private property associated with the debris removal and hauling activities.

2.3 Debris Definitions:

- 2.3.1 Debris: Items and materials broken, destroyed or displaced by a disaster. Examples of debris include, but are not limited to, construction and demolition debris, woody waste and personal property.
- 2.3.2 Eligible Debris: Debris within the scope of the Notice to Proceed ("NTP").
- 2.3.3 Burnable Debris: Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber, untreated wood products and brush. City encourages use of for clean fuel as opposed to just burning for incineration. Burning waste for clean fuel purposes, must be documented.
- 2.3.4 Non-Burnable Debris: Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non-wood building materials, pressure treated wood, furniture, and carpeting. City encourages recycling of non-burnable debris whenever possible.
- 2.3.5 Recyclable Debris: White goods, metal and other material that City and Contractor deem recyclable.
- 2.3.6 Construction and Demolition Debris (C&D) - FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt,

heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include:

Debris must be located within a designated disaster area and removed from an eligible applicant's improved property or right-of-way.

Debris removal must be the legal responsibility of Bidder. Debris must be a result of a disaster.

2.4 Debris Removal

- 2.4.1 General Removal Requirements: Contractor shall provide for the emergency roadway debris clearance and removal of debris from the areas within the Project Area as designated by City. Debris removal shall be limited to public streets, roads and other rights-of-way, all City property, and other municipal facilities and sites as may be directed, and includes property debris from private residences brought to the edge of the right-of-way. 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 or passes as specified by City of each site, location or right-of-way as directed by City. This manner of debris removal allows citizens the opportunity to return to their properties and subsequently bring all debris to the edge of the right-of-way for the removal, as property restoration progresses. Contractor shall make as many passes as City may direct to complete the removal of all natural disaster generated debris. Contractor shall remove all debris from each location prior to proceeding to the next location along the route during the initial and subsequent passes. Contractor shall not be permitted to randomly select debris from multiple locations without the complete removal of debris at each location per pass.

Following NTP by City, Contractor shall be fully operational for clearing, removing, and hauling debris from roadways within 24 hours.

At a minimum, Contractor shall have the ability to maintain full operational capabilities during daylight hours, 7 days per week, for an extended period. Contractor shall be able to rapidly adjust the flow of resources based on the magnitude of the damage and debris.

- 2.4.2 Debris Removal from Public Rights-of-Way: Contractor shall pick-up, remove from public rights-of-way and haul all eligible debris to disposal sites as identified and directed by City in the attached Appendix D. Any plastic bags containing yard debris placed by the curb shall be picked up separately from other loose woody waste and brought to the designated site. Contractor shall segregate at the curb all debris to the maximum extent practical.
- 2.4.3 Dead Animals Removal: Contractor shall collect, remove, transport, and dispose of dead livestock, poultry, large animals, and domestic pets from private property and public rights-of-way as identified by City, in accordance with regulatory requirements.
- 2.4.4 White Goods: Contractor should expect to encounter White goods, such as household appliances. Contractor shall pickup and remove all white goods from public rights-of-way

and transport them to a designated white goods recycling site as identified and directed by City in the Exhibit A attached. White goods shall be segregated and disposed at the areas within the recycling site as directed by the recycling site operator to correspond with his recycling activities. White goods shall be handled in accordance with applicable Federal, State and local laws. White goods shall be segregated and handled separately from other debris and transported to a designated white goods recycling site.

- 2.4.5 Construction and Demolition Debris: Contractor shall pick-up, remove from public rights-of-way and haul all eligible construction and demolition (C&D) debris to a disposal site as identified and directed by City in the NTP. Construction and demolition debris generated by a disaster includes damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and flooring, window coverings, plastic pipe, fully cured asphalt, heating and ventilating, and air conditioning systems and their components, light fixtures, small appliances, equipment, furnishings and fixtures.
- 2.4.6 Electronic Load Tickets: Electronic load tickets will be used for recording volumes of debris removal.
- 2.4.7 Electronic Load tickets will be issued to each vehicle operator at the debris removal location. City's representative will keep the original copy of the ticket and give two copies to the vehicle operator for Contractor's records.
- 2.4.8 Debris Removal Equipment: All trucks and other equipment must be in compliance with all applicable Federal, State, and local rules and regulations. Any truck or trailer used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity; and be equipped with a retractable cover that completely covers the load for transport on public roads in compliance with all Federal, State and local laws.

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. The sideboards are to be constructed of 2 by 6" boards or greater and not to extend more than two feet above the metal bedsides. City's representative must approve all requests for extensions.

Prior to commencing debris removal operations, Contractor shall present to City's representative all trucks or trailers to be used for hauling debris, for the purpose of determining hauling capacity. Hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking. The certified hauling capacity of all trucks and trailers shall be determined only in the presence of the designated City representative.

Trucks or equipment designated for use under this Contract shall not be used for any other work during the working hours of this Contract. 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.

All vehicles and trucks used for debris removal purposes must be clearly identified as such with signage, plaque or paint clearly identifying to citizens of City approved debris clean-up activities.

2.5 Technical Disaster Recovery Assistance:

- 2.5.1 Program Management Assistance: As part of and in support of the debris removal, processing and disposal services above, Contractor shall provide technical disaster recovery assistance to City. Contractor shall assist City in the identification and documentation of expenditures eligible for reimbursement by Federal and State agencies and in the submission of official request for Project Worksheet inspection.

Contractor shall prepare City's recovery documentation plan and shall maintain all required documentation during the recovery process. Contractor shall provide training to City's representatives on the requirements for quality and quantity of the claim documentation. Contractor shall be responsible for assuring that all required documentation is maintained and prepared. Contractor shall assist City in providing community relations services that may include audio/visual presentation and fact sheets.

Contractor shall provide guidance to City on issues involving Federal and State reimbursement, and assist City in negotiations with Federal and State agencies. Contractor shall provide any other representation as may be reasonably required or requested by City.

- 2.5.2 Reimbursement Assistance: Contractor shall provide assistance to City in City's effort to obtain Federal and State reimbursement for the disaster. Contractor shall maintain and provide all records, disposal tickets, field inspection reports and other data sufficient to provide substantiation of Federal and State reimbursement applications.

2.6 Public Relations

Customer Complaint Hotline: Contractor shall set up and maintain a telephone number and email address for the public to report complaints related to debris removal. Contractor shall provide personnel to answer calls and emails during regular business hours throughout the event recovery period. Contractor is responsible for advertising the hotline phone number and email address to the public. All complaints shall be documented with date, time, location, issue, and resolution. Documentation shall be submitted as part of Contractor's weekly report to City.

2.7 Reporting

- 2.7.1 Debris Removal Reports: Contractor shall provide daily reports to City to detail the progress of 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;
- Daily and cumulative amount of debris removed, grouped according to debris type;
- Hours of operation for all vehicles and equipment listed by work locations;
- Number of passes performed at each location;
- Daily and cumulative totals of debris removed, by category; and
- Any Problems encountered or anticipated.

Discrepancies between the daily report and the corresponding electronic load tickets shall be reconciled no later than the following work day.

2.7.2 Weekly Reports - Contractor shall provide Weekly Reports to the Mayor on complaints received from the previous week and the status of resolution of any outstanding complaints during the execution of Work under this Contract. The report shall include a description of the steps taken by Contractor to insure the complaint is resolved and not repeated. The Weekly Report shall contain any reported complaints, including complaint resolution, and any unusual occurrences or problems encountered in providing Disaster Debris Removal and Management Services. The Weekly Report shall be mailed, emailed, or faxed to the Mayor or his designated representative on Friday between the hours of 3:00p.m. and 5:00 p.m. The format of the Weekly Report shall be approved by City.

2.7.3 Final Report - Contractor shall provide a Final Report on the work completed during disaster cleanup and recovery operations. The Final Report shall be submitted no later than 60 days following the final day of disaster debris collection after each disaster event, and included with the Contractor's invoice to City. The format of the report shall be approved by City prior to the start of the work. Contractor shall attest to the accuracy of the information in the report. False or altered information shall be cause for Contract termination. At a minimum, the report shall contain the following information:

- Locations of work (street names and address blocks);
- Listing of equipment and vehicles used by identification number, with type, model number and year
- Hours of operation for all vehicles and equipment listed by work locations;
- Operator's name for all equipment and vehicles;
- Personnel listing for all work locations;
- Total debris removed by type;
- Report in cubic yards of the amount of storm debris recycled or beneficially re-used. This includes burning ground up wood chips for clean fuel as opposed to incineration;
- Summary of complaints and complaint resolution (with copy of the complaint database on CD ROM);
- Comments or unusual occurrences;
- Bidder's recommendations for improvements to Disaster Debris Removal and Management Services; and
- Claim documentation for submittal to State and Federal government reimbursement.

2.7.4 Supporting Information - Supporting information must be provided to City at the completion of Contract and must include, but not be limited to, the following list. Additional supporting information may be requested by City.

- Electronic load tickets shall be indexed by date, ticket number and invoice number;
- Ticket logs database, including all information from ticket (hard copy and electronic copy);
- Daily tower logs;
- List of all personnel with signatures and initials;
- Damage reports, completed repairs, and releases, if applicable;
- Documentation of issues and final resolution;
- Map books by pass with daily logs;
- List of tickets issued to monitors, by monitor, and list of lost/voided tickets;
- Each debris removal pass may, and the discretion of City, have a door hanger placed at each residence or street sign hanger placed at key intersection to indicate pickup has occurred. A report describing the location of hangers shall be provided to City; and
- Each pile of ineligible debris will be photographed and tagged. A list compiled and submitted with photographs to City. City must approve the format of the ineligible debris tag.

2.8 Measurement and Payment

2.8.1 Dead Animal Removal and Disposal:

Measurement: Measurement for payment of dead animal collection, removal, and transportation and disposal at the landfill shall be on a per pound basis for animals removed, as directed by the City's representative. No dead animals shall be transported to any TDSRS.

Payment: Payment for removal of dead animals shall be full compensation for furnishing all labor, equipment, material, fuel, supplies, permits, reporting, management, supervision, and all other incidental to the completion of the work associated with loading, hauling, dumping, and disposal of the dead animals. No separate payment shall be made for any item not specifically set forth in the Proposal Form; all other costs shall be included in the price named in the Proposal Form. The cost of disposal of any dead animals, including any landfill fees, is included in this proposal item.

2.8.2 Collection and Transporting of White Goods:

Measurement: Measurement for payment for collection and transporting of white goods shall be on a per unit basis.

Payment: Payment shall be full compensation for furnishing all labor, equipment, material, fuel, supplies, permits, reporting, management, supervision, and all other incidental to the completion of the work associated with collection and transporting of white goods to the designated recycling site. No separate payment shall be made for any item not specifically set forth in the Proposal Form; all other costs shall be included in the price named in the Proposal Form. The cost of collection and transporting of white goods, including any recycling site fees, is included in this proposal item.

2.8.3 Removal of C&D Debris from within Public Rights-of-Way:

General: Removing and clearing of construction and demolition (C&D) debris from the public rights-of-way and streets. C&D debris shall be segregated and handled separately from other debris and transported to the disposal sites as identified and directed by the City in the attached Exhibit A.

Measurement: Measurement for payment of C&D Debris removal from public rights-of-way shall be by cubic yard as predetermined through the certified truck bed measurement. Contractor shall provide all necessary personnel and equipment to load and unload debris from trucks at the curbside and landfill, as directed by City. All trucks used for the performance of work under this item shall be measured and pre-certified as to hauling capacity in accordance with the Contract prior to being utilized for work under this item. Contractor shall provide necessary personnel for traffic control while performing curbside collection of debris within streets and rights-of-way. Trucks with less than full capacities shall be adjusted downward by visual inspection by City's representative. Electronic load tickets shall document measurement for debris removal from public rights-of-way and shall conform to the Contract in form and function.

Payment: Payment for debris removal from public rights-of-way shall be full compensation for furnishing all labor, equipment, material, supplies, permits, reporting, management, supervision and all else incidental to the completion of the work associated with loading, hauling, dumping, and management of debris dumped at the landfill as described in the measurement section for this Proposal item. No separate payment will be made for removal of C&D debris from within public rights-of-way under this Contract unless specifically stated in a separate proposal item. The cost of disposal of the C&D debris, including any landfill fees, is included in this proposal item.

2.9 **Period of Agreement**

The Term of this Contract shall commence to run on the authorization and signature date of the Agreement. The scope of services documented shall commence as on the date indicated in the Notice to Proceed issued by the City in response to the disaster event. The Work will be substantially completed within the Contract Times specified in the Notice to Proceed, commence to run as provided above, and be completed and ready for final acceptance in accordance with the General Instructions.

2.10 **Price Schedule**

Prices proposed by the bidders should be submitted on the Bid Form furnished herein as Appendix B. Prices submitted shall be firm for the term of the contract and inclusive of all charges that Contractor wishes City to consider for proposed services (items, etc.). Prices shall include delivery of all items F.O.B. destination.

EXHIBIT B

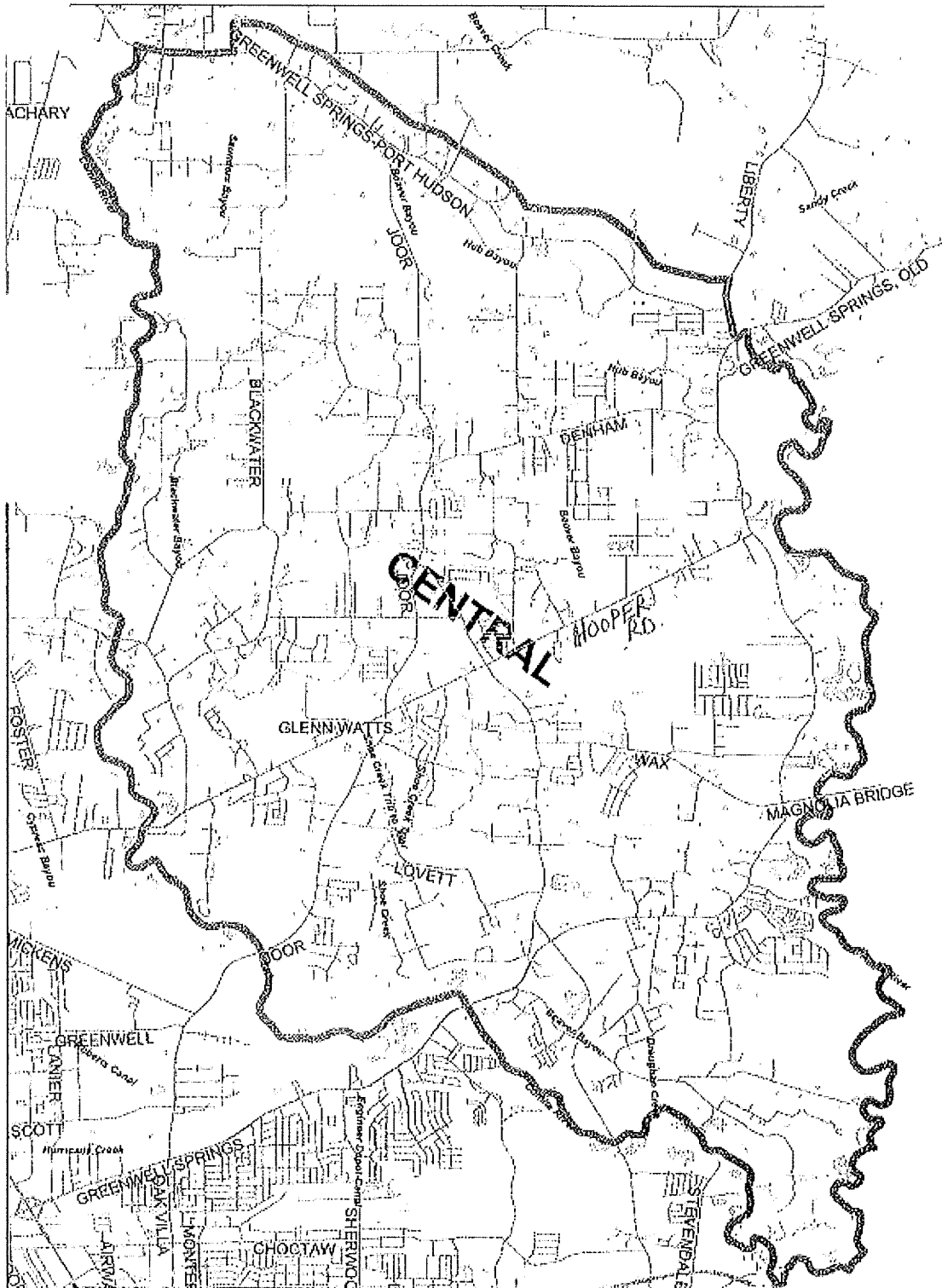


EXHIBIT E
SUBMISSION REQUIREMENTS AND CONTRACTOR
SELECTION

A. Submission Requirements

1. To be considered, submit all required documents prior to deadline.
2. Bidders shall submit a statement of qualifications to meet the city of Central's objectives and perform tasks listed in the Scope of Services. Statement of qualifications shall include the size of the firm, office location from which the service is being performed and nature of staff and equipment to be employed for the project.
3. List of equipment available for the project.
4. List of all disaster specific experience within the last five years, including response time, client list, and a contact person. This includes previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.
5. Explanation of how quickly Contractor could mobilize based on the severity of the disaster.
6. Indicate and list any legal actions against your Contractor in the last five years.
7. A debris management and response plan applicable for the scope of services.
8. Minimum of three letters of reference.
9. Any plans for subcontractor participation.

B. Information to be submitted in a sealed envelope or package in the order requested:

1. Cover Sheet (Page 1)
2. Bid Form for Unit Price Contract for Storm Debris Removal City of Central 2022 - 2023 (Page 2)
3. Bidder's Organization (Page 3)
4. Schedule of Items (Page 4)
5. Statement of Qualifications

C. Limitations

1. This bid does not commit the City to the award of a contract, or to pay any cost incurred in the preparation for a response to this request.
2. The City may or may not require the prospective bidder to participate in an interview and to submit additional technical information to determine eligibility.
3. The City reserves the right to reject any or all bids, to request additional information, and to award a contract deemed most advantageous to the City

of Central.