

CITY OF COVINGTON, LOUISIANA

REQUEST FOR PROPOSAL

STANDBY CONTRACT FOR

**DEBRIS REMOVAL AND SITE MANAGEMENT FOR DEBRIS REDUCTION,
EMERGENCY ROADWAY DEBRIS CLEARANCE AND WATERWAY DEBRIS
REMOVAL**

Table of Contents

<u>Section</u>	<u>PAGE</u>
1 Objective	3
2 Definitions.....	3
3 Items included with Request for Proposal	3
4 Submission of Proposal.....	4
5 Proposal Due Date	6
6 Proposal Requirements	6
7 Proposal Evaluation	9
8 Evaluation Criteria	9
9 Written Requests for Interpretation/Clarifications.....	10
10 Oral Presentation.....	10
11 Withdrawal of Proposal.....	10
12 Acceptance/Rejection.....	11
13 Acceptance Period	11
14 Time Line	11
15 Contractor's Certification and Responsibility.....	11
16 Costs Incurred by Proposers	12
17 Contractor's Personnel.....	12
18 Reservation of Owner's Rights	12
19 Subcontracting	13
20 Disadvantaged Business Enterprise Program.....	15
21 Contract	15
22 Proprietary Information.....	15
23 Licenses and Certificates	16
24 Continuing the Work.....	16
25 Waiver of Claims.....	17
26 Change in Scope of Work.....	17
27 Use of Premises.....	18
28 Estimated Quantities.....	18
29 Performance.....	19
30 Equipment Availability.....	19
31 Payment and Performance Bonds.....	19

32	<i>Payment/Invoices</i>	19
33	<i>Records and Right to Audit</i>	20
34	<i>Safety</i>	20
35	<i>Insurance Requirements</i>	21
36	<i>Liquidated Damages</i>	23
37	<i>Public Entity Crimes</i>	23
38	<i>Conflict of Interest</i>	23
39	<i>Collusion</i>	23
40	<i>Protest Procedure</i>	23
41	<i>Award and Term</i>	25
42	<i>Jurisdiction</i>	25
	<i>Scope of Work</i>	25
	<i>Attachment I</i>	28
	<i>Attachment II</i>	30
	<i>Labor and Material Rates</i>	31
	<i>Proposal Form</i>	32
	<i>Attachment: Federal Contract Clauses</i>	33

REQUEST FOR PROPOSAL

DEBRIS REMOVAL AND SITE MANAGEMENT FOR DEBRIS REDUCTION AND EMERGENCY ROADWAY DEBRIS CLEARANCE

1. OBJECTIVE:

It is the intent of the city of Covington (“Owner”) to obtain proposals from qualified firms to establish a Standby Contract for Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal. These services will not be authorized until such time as a Notice to Proceed has been issued; typically, in response to a natural or man-made disaster.

2. DEFINITIONS: Whenever, in these Instructions, the terms defined in the Contract are used (or pronouns used in their place), the intent and meaning of such terms shall be interpreted as indicated in the Contract.

In addition, the following definitions shall apply:

- A. Proposal means an executed formal document submitted to the Owner stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the Request for Proposal.
- B. Contract means the Agreement between the successful Contractor(s) and the Owner in the form attached and included in this RFP Document.

Goods, consultant services, and/or services, as applicable, mean: this STANDBY CONTRACT is for Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal.

- C. RFP Documents means this entire RFP DOCUMENT, all attachments, instructions to Proposers, and any addendums issued prior to the date and time of submittal of the Proposals.
- D. Contractor or Prospective Contractor or Proposer means any person or firm having a contract with or proposing to the Owner as a result of this RFP.

3. ITEMS INCLUDED WITH REQUEST FOR PROPOSAL:

Cover Sheet, Owners Proposal Letter, Request for Proposal
Scope of work
Pricing Schedule
Sample Prospective Contractors Proposal Letter

4. SUBMISSION OF PROPOSAL:

- A. SUBMITTAL:** Proposals shall be enclosed in an opaque sealed envelope or package, addressed to the Owner. The name and address of the prospective Contractor, the date and hour of the proposal submittal, and the title “Request for Proposals for Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal” RFP shall be placed on the outside of the envelope. All items required for a responsive Proposal shall be included. It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time.
- B. EXAMINATION OF RFP DOCUMENTS:** It is the responsibility of each Proposer before submitting a Proposal, to: a) Examine the RFP documents thoroughly; and b) Consider and comply with all federal, state and local laws and regulations, and local conditions that may affect cost, progress, or performance of the project.
- C. FORMAT:** Proposals must follow the format of the RFP and be structured so as to follow the required sequence. Each Contractor shall submit seven (7) complete sets of the proposal (one hard copy marked “Original” and six (6) marked “Copy”) and one electronic copy on a disc, CD or thumb drive. Email copies and fax copies shall not be accepted.
- D. EXPERIENCE:** Prospective Contractors (company and/or predecessors) must have at least 5 years of primary contractor experience in this field within the last 10 years, be capable of funding such potentially massive work for weeks or longer, must provide a reference list of at least five (5) Government customers for whom they have performed similar services, and must provide all information as specified herein.
- E. EXCEPTIONS:** Prospective Contractors are advised that exceptions to any of the terms contained in this RFP must be identified in the response to the RFP. Failure to do so may lead the Owner to declare any such term non-negotiable, and/or may lead to the disqualification of the proposal.
- F. EXPENSES OF PREPARATION:** The Owner is not responsible for any expenses which Prospective Contractors may incur in preparing and submitting proposals called for in this Request for Proposal.

- G. INTERVIEWS:** The Owner reserves the right to conduct personal interviews or require presentations from any or all prospective Contractors prior to selection. The Owner will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).
- H. MODIFICATION:** The Owner reserves the right to request that the proposer modify their proposal to more fully meet the needs of the Owner, and/or to more fully describe their proposal.
- I. ADDITIONAL INFORMATION:** The Prospective Contractor shall furnish such additional information as the Owner may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the services and/or recovery operations for several weeks or more. The Owner reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to a financial review and a background investigation.
- J. NEGOTIATIONS:** The Owner reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- K. PERIOD OF ELIGIBILITY:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the date of opening.
- L. ALTERNATE PROPOSALS:**
- a. An alternate proposal is viewed by the Owner as a proposal describing an approach to accomplishing the requirements of the Request for Proposals, which differs, from the approach set forth in the solicitation.
 - b. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal but is included within the same proposal package.
 - c. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation.
 - d. The Owner may, during the initial evaluation process, consider all alternate proposals submitted.
- M. ADDENDA:** If it becomes necessary to revise or amend any part of the Request for Proposal, the Owner will furnish the revision by written Addendum to all prospective Contractors who received an original Request for Proposals. It will be the responsibility of the proposer to contact the Owner prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Failure to include signed Addendum with the proposal shall be grounds for rejection of a proposal.

- N. **EXECUTION OF CONTRACT:** The Contract between Proposer and Owner shall be in the form of the "Agreement" collaborated between Owner and Proposer. The successful Proposer shall assist and cooperate with the Owner in executing the Contract in a timely manner if notified of a successful award by Owner.
- O. **TAXES:** Cost of all sales and other taxes for which the Proposer is liable under the Contract shall be included in the Proposal.

5. **PROPOSAL DUE DATE:**

Sealed proposals must be received at the *City of Covington City Hall* no later than **12:00 PM** on **July 14, 2021**. Proposals shall be opened by the Evaluation Committee in private. Any awards resulting from an evaluation shall be announced publicly. Proposals received by the Owner after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of their proposals to the location designated for receipt of proposals. Fax Copies and Email Copies shall not be accepted.

6. **PROPOSAL REQUIREMENTS:**

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

Proposals are to be addressed as follows for mail, express delivery or hand delivery:

Owner/Representative: ***City of Covington***

Title: ***Christopher Brown, Building Official***

Physical Address: ***317 N. Jefferson Ave., Covington, LA 70433***

Mailing Address: ***P.O. Box 778, Covington, LA 70434***

Any questions regarding this RFP shall be posed to ***Christopher Brown, Building Official*** in writing at the email below or at the above mentioned physical and mailing addresses:

Email: **cbrown@covla.com**

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

TITLE PAGE: Show the name of proposer's firm, address, telephone number, email, name of contact person, date, and the subject: "REQUEST FOR PROPOSAL FOR STANDBY CONTRACT FOR Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal."

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

Tab 1 - Contractor's Profile and Submittal Letter

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

Tab 2 – Qualifications

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

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

Tab 3 - Technical Approach

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

Tab 4 - Reimbursement Process

- A. Prospective Contractor shall demonstrate their knowledge of and experience, with the FEMA reimbursement process; the FEMA initial Damage Estimates; Immediate Needs Funding (INF), the Project Worksheets completion and application process.

Tab 5 - Key Personnel

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

Tab 6 - Proposed Subcontractors

Include a listing of proposed subcontractors. Delineate those subcontractors who are Disadvantaged Business Enterprises, as defined in 2C.F.R. 215.44(b)(1) and 44 C.F.R. 13.36(4)(e), and such other minority, woman-owned, and small business enterprises.

Tab 7 - Pricing Schedule

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

Tab 8 – References

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

Tab 9 – Insurance

Attach evidence of required insurance in the amounts indicated. If available, a properly completed ACORD Form is preferable.

Tab 10 - Financial Statements

All Prospective Contractors shall supply an audited, financial statement for each of the past two years. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third-party certified statement shall be signed and certified by the third party Certified Public Accountant (CPA) and signed and certified as accurate by the Prospective Contractor.

Tab 11- Addenda

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

Tab 12 – Exceptions

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

Tab 13 – Litigation: Prospective Contractors

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

Tab 14 – Bonding Capacity

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

- 7. **PROPOSAL EVALUATION:** The Owner shall award to the responsive and qualified proposer(s) whose proposal is determined to be the most advantageous to the Owner. Evaluation of proposals shall be based on the evaluation factors set forth in the Request for Proposals and any other relevant information obtained through the evaluation process, and the interviews, if held.
- 8. **EVALUATION CRITERIA:** The evaluation criteria define the factors that will be used by the evaluation committee to evaluate and score responsible and qualified proposals. Prospective contractors shall include sufficient information to allow the evaluation committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee.

Qualifications of the Contractor20%

- Number of years and degree of experience in disaster response, particularly debris management: company and/or predecessors must have at least 5 years of primary contractor experience in this field within the last 10 years; more preferred
- Number of equipment (Owned or Leased) available and under contractor’s control
- Experience with FEMA reimbursement programs and funding issues
- Proof of satisfactory or better performance on contracts of similar scope and size: references and letters of reference must verify successful completion of similar projects
- In house client training capabilities: provide certification of emergency management training

Qualifications of staff.....10%

- Experience of key team members in area identified under experience of prospective contractor: identify senior and project management
- Affirmative Action of prospective contractor: describe local and minority subcontracting plan
- Education and experience of prospective contractor personnel: provide brief resumes

Technical Approach15%

- Experience of prospective contractor in previous similar projects
- Technical approach of the prospective contractor to mobilize and perform the many aspects of the work
- Ability to respond in a timely manner with the necessary resources

Financial Stability15%

- Ability of prospective contractor to continue to proceed until funding becomes available
- Previous financial handling of multiple contracts in multiple disasters
- History of satisfactory payment procedures of subcontractors

Price20%

- Pricing schedule will be evaluated for rationality
- All line items must be priced exactly as quoted within the RFP, regardless of any alternates which may be proposed

Technical and Reimbursement Assistance20%

- Experience of prospective contractor in relation to tracking, recording, and data processing
- Invoicing program
- Prospective contractor's knowledge and experience of Federal reimbursement guidelines
- Experience in emergency debris management plan preparation

9. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this RFP must be sent in writing (mail, email or fax) to the Owner and received no later than five (5) days prior to the proposal due date. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The Owner will not be responsible for any other explanation or interpretation of the RFP made or given prior to the award of the contract. The Owner will not respond to questions received after the specified deadline.
10. **ORAL PRESENTATION:** An oral presentation of proposal may be requested of any Prospective Contractor at the Evaluation Committee's discretion. Contractors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.
11. **WITHDRAWAL OF PROPOSAL:** The Proposal may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged after the date and time for submission of proposals.

12. **ACCEPTANCE/REJECTION:** The Owner reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing contractors, and to waive any informalities, defects, or irregularities in any proposal, and to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the Owner.

13. **ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the Prospective Contractor if no award has been made. If the RFP is not withdrawn at that time, it shall remain in effect until an award is made or the solicitation is cancelled. The Owner reserves the right to request an extension of the period of validity for the proposals if the contract has not been negotiated within 120 days from the submittal date of the RFP.

14. **TIME LINE:**
Following is a listing of actions and anticipated dates; the Owner reserves the right to change the dates, if necessary.

Advertising & Publishing RFP	<i>June 16, 23, and 30, 2021</i>
Deadline for Questions/Clarifications	<i>July 7, 2021</i>
Proposal Submittal Date Deadline	<i>July 14, 2021 at 12:00 PM</i>

15. **CONTRACTOR'S CERTIFICATION AND RESPONSIBILITY:**

By submitting a proposal, Prospective Contractors represent that:

- A. The Prospective Contractor has fully read and understands the RFP in its entirety, has fully read and understands the proposal method, the evaluation criteria and has full knowledge of the scope, nature, and quality of work to be performed. The Prospective Contractor's proposal is made in accordance therewith.
- B. The Prospective Contractor possesses the capabilities, experience, resources, financial wherewithal, and personnel necessary to provide efficient and successful services as set forth in the Scope of Services to the Owner, and;
- C. Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made upon which the Contractor will rely. If the Contractor receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Contractor for additional compensation or relief.

16. **COSTS INCURRED BY PROPOSERS:** All expenses involved with the preparation and submission of proposals to the Owner, or any work performed in connection therewith, shall be borne solely by the Prospective Contractors. No payment will be made for any responses received, or for any other effort required of, or made by, Prospective Contractors in responding to this RFP.
17. **CONTRACTOR'S PERSONNEL:**
- A. The Contractor represents that it has or shall secure at its own expense, all necessary personnel required to perform the services under the resulting contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
 - B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position. The Owner reserves the right to require the Contractor to remove any employee from working on the resulting contract, which the Owner deems incompetent, careless, or otherwise objectionable.
 - C. The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
 - D. During the performance of the contract, the Contractor agrees to the following:
 - 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - 3. The Contractor and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
18. **RESERVATION OF OWNER'S RIGHTS:** In addition to all other rights provided the Owner under State law, the Owner specifically reserves the following rights:
- A. Owner reserves the right to rank firms and negotiate with the highest ranked firms in accordance with the Evaluation Criteria set forth herein. Negotiation with an individual prospective Contractor does not require nor prohibit negotiation with others.
 - B. Owner reserves the right to select the proposal that it believes will serve the best interest of Owner.

- C. Owner reserves the right to reject any or all Proposals.
- D. Owner reserves the right to cancel the entire Request for Proposal or to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability.
- E. The Owner reserves the right to waive any informality, irregularity or immaterial errors in the Request for Proposal or in any Proposal received, or reject any and/or all Proposals, or re-advertise.
- F. Owner reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- G. Owner reserves the right to select a Contractor(s) on the basis of the original proposals without negotiation.
- H. All proposals received from Contractors in response to this Request for Proposal will become the property of the Owner and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Owner.
- I. In the event only one responsive proposal is received, the Owner reserves the right to award to the sole proposer; re-advertise the Request for Proposal, with or without making changes to the evaluation factors; or elect not to proceed.

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

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

19. SUBCONTRACTING:

- A. Contractor shall not employ any subcontractor, supplier, or other person or organization whether initially or as a substitute, against whom the Owner may have reasonable objection. The contractor shall not sublet any portion of the contract, excluding material, without written consent, including work sublet to an authorized Disadvantaged Business Enterprise. If such consent is given, the contractor will be permitted to sublet a portion of the work but shall perform with the contractor's own organization work amounting to at least 30 percent of the total contract cost. The Contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work against whom the Contractor has reasonable objection. The Contractor shall provide an opportunity for local subcontractors, minority and Disadvantaged Business Enterprises (DBE's) subcontractors to participate in the work. A subcontractor shall not further subcontract to a third party any portion of this authorized work, excluding material, without written consent, including work sublet to an authorized Disadvantaged

Business Enterprise. No subcontract shall relieve the contractor of liability under the contract and bonds. A subcontractor shall not further subcontract to a third party any portion of this authorized work.

- B. All subcontractors, suppliers, or other persons or organizations (including those who are able to furnish the principal items of materials or equipment) shall be submitted to the Owner for acceptance if requested by Owner. The Owner's acceptance, in writing, of any such subcontractors, suppliers, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the Owner of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the Owner to reject defective work. Action by the Owner awarding a Contract to a firm that has disclosed its intent to assign or Subcontract in its response to the RFP, shall constitute approval thereof.
- C. The Contractor shall be fully responsible to the Owner for all acts and omissions of the subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the resulting contract documents shall create for the benefit of any such subcontractors, suppliers, or other persons, or organizations, any contractual relationship between the Owner and any such subcontractors, suppliers, or other persons or organizations, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any money due any such subcontractors, suppliers, or other persons, or organization, except as may otherwise be required by laws and regulations.
- D. The Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor. The Contractor shall require all subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work to communicate with the Owner through the Contractor.
- E. All work performed for the Contractor by a subcontractor or supplier shall be pursuant to an appropriate agreement between the Contractor and the subcontractor or supplier that specifically binds the subcontractor or supplier to the applicable terms and conditions of the resulting contract for the benefit of the Owner.
- F. Within thirty (30) calendar days after the Notice of Contract Execution, the contractor shall submit to the owner a preliminary list of potential subcontractors which may be used on the project. The potential subcontractors submitted shall not be on the Disqualified Contractor List and the Federal Debarment List (Excluded Parties List System at www.epls.gov). Failure to supply this information timely and accurately may result in the contractor being placed in default and termination of the contract.

G. Prior to beginning work, the Contractor shall submit to the owner for approval all subcontractor(s) which will be used on the project. The owner shall provide initial approval of any subcontractor which is not on the Disqualified Contractor List and the Federal Debarment List (Excluded Parties List System at www.epls.gov). Once initial approval is granted, the subcontractor may begin work.

H. The contractor will be required to develop and deliver subcontractor training on the contract provisions, traffic control requirements, and applicable rules, regulations, and laws to this contract. The training will be targeted at the subcontractor's supervisory staff and workers. Once the training has been developed, the contractor shall submit in writing the proposed training program and training materials to the Project Engineer for approval. The training shall be provided annually before the beginning of each hurricane season and immediately before each subcontractor begins work. The contractor shall document the training and provide said documentation to the Project Engineer.

20. **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM:** The Owner promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services, as detailed in 2 CFR 200.321.

Disadvantaged Business Enterprises, as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The Contractor shall use their best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

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

22. **PROPRIETARY INFORMATION:**

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

All proposals received from proposers in response to this Request for Proposal will become the property of the Owner and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will also

become the exclusive property of the Owner. The Owner has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal submitted does not affect this right.

23. LICENSES AND CERTIFICATES:

- A. The Owner reserves the right to require proof that a Prospective Contractor is an established business operating in compliance with the law. Local and State Business Licenses are required for this proposal.
- B. Each Prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each firm shall submit with their proposal a copy of and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.
- C. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- D. The Proposer certifies that their company is a licensed General Contractor in the State of Louisiana. Proposer must submit a copy of the license with the proposal and be in good standing with State regulatory body. No specific designation is required, only that the company is properly licensed as a Contractor. See Louisiana Revised Statute 37: “A Louisiana State contractor’s license/registration is required if you contract, bid or perform work where the total project value including labor and materials exceeds the minimum threshold to hold a commercial license, residential license, mold remediation license, or a home improvement registration.” In addition, Debris Removal Contractors must be listed in Sam.gov registry with good standing.
- E. Proposer certifies that proposer’s organization, or its subcontractor(s) is classified as an Oil Spill Removal Organization (OSRO) by the Coast Guard and maintains appropriate classification (M – W3) for all potential debris management specified in this RFP. This RFP requires River/Canal, Inland and Near Shore classifications. Classification must be kept in good standing for the duration of the Contract length.
- F. Contractor, or its subcontractor(s), must show its qualifications in the handling of Hazardous materials and house hold hazardous waste. This can be demonstrated listing the company's employees and their respective Haz-Wopper licenses and asbestos licenses. Proposer, or its subcontractor(s), must have qualified personnel currently employed to submit a proposal.

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

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

26. **CHANGE IN SCOPE OF WORK**

- A. The Owner may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Owner and Contractor. It is noted that this is a unit price contract and nothing herein shall limit the number of units of work which may be required by a disaster. Once issued a Notice to Proceed (NTP), unless limited by area or amount, the Contractor shall proceed at the daily directive of the Owner with the entire work required hereunder.
- B. If the Contractor believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Agency Name's Representative in writing of this belief. If the Owner's Representative believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The Contractor may then assert its right to an adjustment under the terms and conditions set forth herein for claims.
- C. The Owner reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RFP process for materials, products, services, and/or items similar in nature to those specified within this RFP for which requirements were not known or realized at the time of issuance of the RFP.
- D. The Contractor shall commence performance on the date set forth in the Notice to Proceed which date shall be determined by the Owner prior to, during or after any disaster.
- E. The Contractor shall, after Notice to Proceed and with the Owner's direction, provide a work plan showing where operations will begin, and which streets/roads will be cleared on a daily basis. The plan will be updated each day of operation. Contractor shall provide a computerized daily update of progress, showing the streets cleared by web map, the volumes recovered, the location of crews, and the estimated percentage completion. Such program shall be web based and shall be accessible by the Owner with a password provided by Contractor or as an active website available without password to the public, as instructed by the Owner. Contractor shall provide examples of such work plan, their web-based programs, their plans for its use, and the hosting thereof in their proposal.

DEBRIS SITE LOCATION:

The city will establish and approve all sites that the debris contractor will be allowed to use.

27. USE OF PREMISES:

- A. The Contractor shall assume full responsibility for any damage to any work areas or to the owner, homeowner, or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work. Contractor shall maintain a toll-free hotline answered 24 hours per day to professionally accept homeowner and other claims. Contractor shall provide in its proposal, a summary of and sample computerized documents exhibiting its complete claim resolution program to include computerized complaint logs, complaint report forms, site visit and inspection forms, and computerized resolution reporting forms and summaries for the Owner. Should any claim be made by any such owner or occupant because of accident, intentional act, the performance of the work, or for any other such reason the cause of which is the Contractor or their Subcontractors, Agents or Employees, the Contractor shall promptly settle with such party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall provide a weekly computerized update of all claims and complaints and their disposition, both individually and in summary form.
- B. During the progress of the work, the Contractor shall keep their sites free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish, and debris from and about the sites, as well as tools, appliances, equipment, machinery and/or surplus materials.
- C. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- D. No tracked equipment shall be allowed on public streets or Right of Way (ROW) without the written permission of the Owner.

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

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

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

30. **EQUIPMENT AVAILABILITY:** The selected Contractor shall provide number and proof of access to equipment, owned or leased by the Contractor, that will be made available for any and all disaster and non-disaster related projects. This does not include subcontractor equipment.

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

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

32. **PAYMENT/INVOICES:** All Prospective Contractors must specify on their Proposal letter the exact company name and address which must be the same as shown on invoices submitted for payment. Contract payments shall be made in arrears, within fifteen (15) days after approval of a billing statement for actual work done by the Contractor(s). All billing statements or invoices submitted for payment shall be original and should be sent to Agency Name Council at the following address: *City of Covington, P.O. Box 778, Covington, LA 70434.*

Billing statements or invoices should include company name and address, locations of where work has been performed, reconciliation sheets for each day's work, and support documentation as required. Payment of contractor by Agency Name is contingent upon the Agency Name being reimbursed by any private insurance company, local, state or federal government agency. The successful Contractor will be responsible for all work and/or debris deemed ineligible. In order for both parties herein to close their books and

records, the contractor will clearly state “Final Invoice” on the contractor’s final/last billing to the Agency Name. This certifies that all services have been properly performed and all charges and cost have been invoiced to the Agency Name.

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

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

33. **RECORDS AND RIGHT TO AUDIT:** The Contractor shall maintain adequate records, documents, and information to justify all charges, expenses and costs incurred in performing the work for at least five (5) years after completion of this contract. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection, reproduction, audit, and/or during normal business hours, at the Owner’s expense, upon five (5) days prior written notice.
34. **SAFETY:** The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state, and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this contract. The Contractor, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for the safety and protection of the public, including securing areas, posting danger signs, placarding, labeling, or posting other forms of warning against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation, and/or removal of bio-solids, bio-hazardous waste, or any hazardous or toxic materials, trash debris, refuse, or waste, the Contractor, its subcontractor(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials, and hazardous operations, and shall exercise the utmost care and

perform such activities under the supervision of properly qualified and/or competent personnel.

35. INSURANCE REQUIREMENTS:

A. Prior to the time Contractor is entitled to commence any part of the project, work or services, Contractor shall procure, pay for, and maintain at minimum the following insurance coverages with the stated limits or greater. Said insurance shall be evidenced by delivery to the Owner of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the Owner, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract and any additional extensions. In addition, the Owner reserves the right to request physical evidence of this coverage by requesting the policy declaration page, and/or an estopped from the agent and/or company verifying the coverage is and/or has been continually in effect. The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

1. **Commercial General Liability** - in the amount of five million dollars (\$5,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting contractor or shall be at least twice the required occurrence limit.
2. **Comprehensive Automobile and Water Vehicle Liability** - covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of one Million dollars (\$1,000,000.00) per occurrence combined single limit / Any Automobile Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
3. **Worker's Compensation** - Proposer shall provide a policy with employer's liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice.

Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

4. **Umbrella Liability Coverage** – The proposer shall purchase and maintain a policy of Umbrella Liability Coverage in excess of the primary insurance afforded above and including all operations of the proposer, with a minimum limit of \$10,000,000.00.

B. Conditions:

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverage's or limits, a notice thereof shall be given to the Owner by certified mail to: Contractor shall also notify the Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.
3. The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the Agency Name and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.
4. Owner shall be named as an additionally insured on all policies of insurance. The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the Owner to any such future coverage, or to the Owner's Self-Insured Retentions as, if any, of whatever nature.

C. Subrogation:

All insurance shall include a waiver of subrogation in favor of the city of Covington and principals for whom the city is working, including any and all co-lessors of such principal, and shall be subject to the approval of the city. Insurance provided for comprehensive general liability, comprehensive automobile and water vehicle liability, and umbrella liability shall name the city of Covington as an additional insured party and shall be primary. Said certificates shall indicate the waiver of subrogation in favor of the city and any principal for whom the city is working, including any and all co-lessors of such principal, and the contractual liability assumed under the Indemnity Provision of this Section, and shall specify that in the event of cancellation or material change in coverage, at least sixty (60) days prior written notice will be given to the city.

D. Deductibles:

No insurance required under this contract shall include a deductible in excess of \$5,000.00. The cost of all deductible amounts shall be borne by the Contractor.

E. Indemnity: The contractor hereby agrees to indemnify and hold harmless the city of Covington, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising of the Contractor's, its officers, agents, and employees acts, or omissions associated with this Agreement arising out of or related to personal injury or

property damage, unless such claims or liability results from the wrongful acts or omissions of the city or its agents, employees, agents, or representatives.

36. **LIQUIDATED DAMAGES:** Failure of the Contractor to comply with the requirements set forth in the Notice to Proceed may be subject, at the Owner's discretion, to liquidated damages in the amount of \$1,000.00 per day, per unaccounted for item listed in the Notice to Proceed. This may include equipment, personnel, timeframe to begin, etc.
37. **PUBLIC ENTITY CRIMES:** All Proposers are hereby notified that a person or affiliate, who has been placed on the convicted vendor list, or the Federal suspension and/or debarment list, may not submit a proposal under this Request for Proposal. By submitting this Proposal, the Proposal Contractor certifies they are not suspended or debarred nor does their submittal violate the provisions of this paragraph.
38. **CONFLICT OF INTEREST:** The Contractor shall promptly notify the Contract Administrator, in writing, by certified mail, of all potential CONFLICTS OF INTEREST for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such person may undertake, and request an opinion of the Owner as to whether the association, interest, or circumstance would, in the opinion of the Owner, constitute a conflict of interest. The Owner shall respond to such notification by certified mail within thirty (30) days.

BY SUBMITTING THIS PROPOSAL, THE CONTRACTOR CERTIFIES THAT THEY HAVE NO CONFLICT WITH ANY EMPLOYEE, AGENT, ELECTED OFFICIAL OR OFFICER OF OWNER, NOR ANY OTHER CONFLICT AS MAY BE SET FORTH HEREIN.

39. **COLLUSION:** More than one Proposal from an individual, firm, partnership, corporation, association and/or related parties under the same or different names will not be considered. If the Owner believes that collusion exists among Proposers, all Proposals from the suspect firms will be rejected. Related parties mean Prospective Contractors or the principals thereof, which have a direct or indirect ownership and/or profit-sharing interest in another Prospective Contractor or Pro-Proposer.

Prospective Contractors shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and all resulting contract(s).

Prospective Contractors, by responding to this RFP, certify that such response is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

40. **PROTEST PROCEDURE:**

- A. **PROPOSAL PROTESTS.** Any actual or prospective bidder/proposer, who is allegedly aggrieved in connection with the issuance of a proposal package or pending award of a contract, may protest to the Owner.

B. REQUIREMENTS TO PROTEST:

- a) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 pm on the fifth full business day after issuance of the proposal package.
 - b) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 pm on the fifth business day after the posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - c) A formal written protest is considered filed with the Owner when the Contract Administrator receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the proposer.
- C. SOLE REMEDY. These procedures shall be the sole remedy for challenging the content of this RFP or the award of a contract. Prospective Contractors are prohibited from attempts to influence, persuade, or promote a proposal protest through any other channels or means. Such attempts shall be cause for suspension of the offending party's proposal and protest.
- D. AUTHORITY TO RESOLVE. The Contract Administrator shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 pm on the fifth business day after the filing thereof.
- E. REVIEW OF CONTRACT ADMINISTRATOR'S DECISION. The protesting party may request a review of the Contract Administrator's decision by delivering a written request by 5:00 pm on the fifth full business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the proposer deems relevant to the issues raised in the request for review. If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the Contract Administrator shall immediately cancel or revise the solicitation or award as the Contract Administrator may deem appropriate.

If it is determined that the solicitation or award should be upheld, the Contract Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 pm on the fifth full business day after the protest. The decision shall be final and conclusive as to the Owner unless any further action is taken by the party making the original protest.

F. STAY OF PROCUREMENT DURING PROTESTS. There shall be no stay of procurement during protests.

40. **AWARD AND TERM:** The Owner reserves the right to award a contract or contracts to the Contractor(s) that the Owner deems to offer the best overall proposal. The Owner is therefore not bound to accept a proposal on the basis of lowest price. In addition, the Owner, at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, or to re-advertise with either the identical or revised specifications, if it is deemed in the best interest of the Owner to do so. The Owner also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the Owner's best interest. At the discretion of the Owner, the successful Contractor(s) may be awarded a contract for two (2) years with two (2) subsequent one (1) year renewals permissible, upon mutual written agreement and, approval of Owner.
41. **JURISDICTION:** This Request for Proposal and any resulting Contract shall be general by the Laws of the State of Louisiana.

SCOPE OF WORK:

The *city of Covington* is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the Agency Name for the following services. Contractors shall provide clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the *city of Covington* in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improve public or private property and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance to *city of Covington* officials. One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. At the discretion of the Owner, the successful Contractor(s) may be awarded a contract for one (1) year with two (2) subsequent one (1) year renewals permissible, upon mutual written agreement and, approval of Owner.

The work to be undertaken includes, but is not limited to:

- A. Emergency Road Clearance: Removal of debris from the primary transportation routes as directed by the *city of Covington*.
- B. Debris Removal from Public Property: Removal of debris from public rights of way. Removal of debris beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
- C. Debris Removal from Private Property: Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the Agency Name, will accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
- D. Debris Removal from Rights of Way (ROW) with FHWA Requirements: Federal-Aid Requirements of the Federal Highway Administration's Form FHWA-1273 titled

“Required Contract Provisions – Federal-Aid Construction Contracts” shall apply to all work performed by the Contractor or any of its Subcontractors.

- E. Debris Removal from Waterways: Removal of debris from waterways (i.e., rivers, streams, canals, bayous, lakes, bays, ditches, etc.) may be conducted in emergency and non-emergency projects and must follow the requirements set forth in required permits and guidance from the local, State or federal funding agency.
- F. Debris Management Sites, (DMS): The Contractor will acquire sufficient Debris Management Sites and Agency Name will acquire the necessary Louisiana Department of Environmental Quality Permits in order to process storm generated debris. The Contractor will prepare and maintain the required number of DMS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of DMS approach and interior road(s) that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the Agency Name. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

- G. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the *city of Covington* in accordance with all applicable Federal, State and local laws, standards and regulations.
- H. Demolition of Hazardous or Condemned Structures that are a hazard to public health.
- I. Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations.
- J. Documentation and Inspections: Storm debris shall be subject to inspection by the *city of Covington*. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the Agency Name access to all work sites and disposal areas. The Contractor and the Agency Name will have in place at the Temporary Debris Staging and Reduction Sites, (DMS), personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS's. The Contractor will assist the Agency Name in preparation of the Federal, (FEMA), and State reports for any potential reimbursement through the training of *city of Covington* employees and the review of documentation prior to submittal.
- K. Work Sites: The *city of Covington* will approve all sites that the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to or better than the original condition of the site.

- L. White goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- M. Hazardous Stumps: The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the *city of Covington*. Stumps will be hauled to DMS where they shall be inspected and categorized by size.
- N. Clean Fill Dirt: The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stump ends, and other areas that pose a hazard to public access upon direction by the *city of Covington*. This clean fill dirt shall be compacted as directed by the *city of Covington*.
- O. Sand Screening: The Contractor shall screen beach sand to remove eligible debris deposited by an event. This includes the pick up of debris laden sand, hauling to a processing screen located at the beach, processing the sand through the screen and returning the clean sand to the beach as directed by the *city of Covington*. The debris shall be removed and hauled using the costs located in the debris removal from public property.
- P. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:
 - 1. Recovery process documentation- create recovery process documentation plan
 - 2. Maintain documentation of recovery process
 - 3. Provide written and oral status as requested by the *city of Covington*
 - 4. Review documentation for accuracy and quantity
 - 5. Assist in preparation of claim documentation

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

ATTACHMENT I

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (DMS) or other disposal sites (NOTE 1 & 6)		CY
2	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS or other disposal sites (NOTE 1 & 6)		CY
3	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)		CY
4	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (DMS) and Hauling to Final Disposal Site (NOTES 2 , 3 & 7)		CY
5	Management of DMS (NOTE 4)		CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS or Final Disposal		CY
7	Grinding or consolidation of C&D debris at TSDSRS		CY
8	Processing (Open Burning) of Vegetative Debris at DMS or Final Disposal		CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS or final disposal		CY
10	Pick Up and Haul of White Goods to Site within Agency Name		UNIT
11	Pick Up and Disposal of Hazardous Material		LB
12	Freon Management and Recycling		UNIT
13	Dead Animal Collection, Transportation and Disposal		LB
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
14	24-inch diameter to 47.99-inch diameter		STUMP
15	48-inch diameter and greater		STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9			
16	Removal of hazardous hanging limbs greater than 2 inches		PER TREE
17	Removal of hazardous standing trees 6" – 12.99" in diameter		EACH
18	Removal of hazardous standing trees 13" – 24.99" in diameter		EACH
19	Removal of hazardous standing trees 25" – 36.99" in diameter		EACH
20	Removal of hazardous standing trees 37" – 48" in diameter		EACH
21	Removal of hazardous standing trees greater than 48" in diameter		EACH
Marine Debris Removal			
22	Canals, bayous and ditches/or		PER LF
23	Canals, bayous and ditches		CY
24	Bays and other open waters/or		PER ACRE
25	Bays and Other open waters		CY
26	<i>Boat removal</i>		<i>PER LF</i>

The following items shall be billed on a time and material basis according to the attached schedules:

27	Emergency Road Clearance	See Equipment & Labor Rates
28	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	SQ/FT
29	Disaster event Generated Hazardous Wastes Abatement; Bio-hazardous Wastes Abatement	N/A
30	Generators, light plants, water pumps, portable toilets and other required equipment or materials. Provide rate for each	RATE

NOTES:

1. This price assumes that DMS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add _____ per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of DMS. For all distances over 30 miles add _____ per cubic yard per mile.
3. The *city of Covington* will not be responsible for all tipping fees at all authorized landfills or final disposal locations utilized by the contractor.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. The contractor and/or its subcontractor(s) will be responsible for all aspects of demolition to include decommissioning, utility disconnects, title clearance, Right of Entry and historical preservation clearance. These responsibilities should be considered when proposing pricing. Please include RACM and non-RACM distinction within the pricing list.
9. All generators that may be utilized during the disaster debris removal should be listed at a daily, weekly and monthly rate.
10. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

ATTACHMENT II

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	
JD 644 Wheel Loader with debris grapple	Hour	
Extendaboom Forklift with debris grapple	Hour	
753 Bobcat Skid Steer Loader with debris grapple	Hour	
753 Bobcat Skid Steer Loader with bucket	Hour	
753 Bobcat Skid Steer Loader with street Sweeper	Hour	
30-50 HP Farm Tractor with box blade or rake	Hour	
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	
3-4 Cu.Yd. Articulated Loader with bucket	Hour	
JD 648E Log Skidder or equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D8 Dozer	Hour	
CAT 125 – 140 HP Motor Grader	Hour	
JD 690 Trackhoe with debris grapple	Hour	
JD 690 Trackhoe with bucket & thumb	Hour	
Rubber Tired Trackhoe with debris grapple	Hour	
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	
Rubber Tired Excavator with debris grapple	Hour	
210 Prentiss Knuckleboom with debris grapple	Hour	
Self-Loader Scraper Cat 623 or equivalent	Hour	
Hand Fed Debris Chipper	Hour	
300 – 400 Tub Grinder	Hour	
800 – 1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane	Hour	
50 Tone Crane	Hour	
100 Ton Crane (8-hour minimum)	Hour	
40-60' Bucket Truck	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	
Equipment Transports	Hour	
Pickup Truck, Unmanned	Hour	
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	
Trailer Dump, 24 – 40 Cu.Yd.	Hour	
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	
Superintendent with truck, phone & radio	Hour	
Foreman with truck, phone & radio	Hour	
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	
Inspector with vehicle, phone & radio	Hour	
Climber with gear	Hour	
Saw Hand with chainsaw	Hour	
Laborers & Flagmen	Hour	
Public Assistance Manager	Hour	
Documentation Clerk	Hour	
Timekeeper	Hour	
HazMat Professional	Hour	
Household HazMat Inspection & Removal Crew	Hour	
Generators from 10 KW to 300 KW		
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes – purchased, placed & shaped	CY	

Notes:

1. The equipment, labor and material rates shown above are for tasks requested by the city of Covington which are not covered in the rates (per cubic yard/linear feet) for normal removal and reduction.
2. Pricing includes operator, fuel and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. Proposer will ensure sufficient numbers or each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following a disaster. Proposer shall have access and contacts for any other equipment that might be required and will negotiate a rate with the *city of Covington* if the need arises for equipment not listed.

PROPOSAL FORM

Date: _____

To: *city of Covington*
Attention: *Christopher Brown, Building Official*
P.O. Box 778
Covington, LA 70434

Re: Request for Proposal
STANDBY CONTRACT FOR DEBRIS REMOVAL AND SITE MANAGEMENT FOR
DEBRIS REDUCTION, EMERGENCY ROADWAY DEBRIS CLEARANCE AND
WATERWAY DEBRIS REMOVAL

1. The undersigned, having carefully and to our full satisfaction examined the RFP documents for STANDBY CONTRACT FOR DEBRIS REMOVAL AND SITE MANAGEMENT FOR DEBRIS REDUCTION, EMERGENCY ROADWAY DEBRIS CLEARANCE AND WATERWAY DEBRIS REMOVAL
2. By submission of this Proposal, the undersigned certifies, and in the case of a joint proposal, each party hereto certifies as to his own organization and the joint venture, that this Proposal is made in good faith and has arrived at independently, without collusion, consultation, communication or agreement as to any matter to this Proposal with any other Proposer.

Submitted by: _____

Title: _____

Authorized Signature: _____

Company Name (print): _____

Phone (print): _____

Company Address (print): _____

City, State, Zip Code (print): _____

Federal Tax I.D. Number: _____

Phone/Fax Number: _____

(Corporate Seal)

ATTACHMENT: FEDERAL CONTRACT CLAUSES

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

CLEAN AIR ACT

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

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes 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).

CLEAN WATER ACT

The Contractor hereby agrees 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.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

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

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

(3) This certification is a material representation of fact relied upon by the city of Covington. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to city of Covington, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

(4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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