

REQUEST FOR PROPOSALS

FOR DISASTER DEBRIS MONITORING SERVICES

A. INTRODUCTION

The CITY OF ZACHARY is soliciting proposals for Disaster Debris Monitoring Services related to natural disasters and emergency events in order to deal with the consequences of major storm events and/or other related weather or natural event occurrences during the term of the agreement.

B. MOBILIZATION AND WORK REQUIREMENTS

Within twelve (12) hours of receipt of a Notification of Need issued by the CITY OF ZACHARY, the successful Monitoring proposer shall have a representative present at a location specified by the CITY OF ZACHARY. Upon the issuance of a Notification of Need by the City of Zachary which could be as early as forty-eight (48) hours prior to anticipated landfall of a storm event, the successful proposer shall mobilize equipment and personnel required, to have a minimum of one (1) Monitoring crew immediately available for work within **twelve hours (12)** of the passage of a storm or other emergency event, and, if required, as many as six (6) Monitoring crews working within three (3) days of the passage of a storm or other emergency event,

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with the actual number of crews required to be determined by mutual consent of the CITY OF ZACHARY and the successful Proposer.

Following a disaster, the Contractor's top priority shall be to monitor the clearance of primary transportation routes, including roads leading to health care facilities regardless of federal, state or parish designation. Second priority shall be the monitoring of road clearances leading to the City's water wells. This work should commence as the first action(s) following the event.

At the discretion of the CITY OF ZACHARY, the personnel requirements of a crew may be revised as necessary and additional crews may be added based on needs. The successful proposer may be required to work seven (7) days per week (including holidays) and the hours worked per week may exceed forty (40) hours.

The successful proposer shall not enter upon private property for any purpose without first obtaining written permission using provided forms from the CITY OF ZACHARY or lessees.

When or where any direct damage or injury is done to public or private property by or on account of a negligent act, omission, neglect or otherwise, the monitor shall document such damage or injury in an acceptable and timely manner. In the event that work necessary to protect the public health and safety is necessary, but that such work will cause damage and such damage is unavoidable, the successful proposer may advise the need for written damage waivers from The CITY OF ZACHARY prior to execution of the work.

The Contractor shall mitigate the impact of its own monitoring operation on local traffic to the fullest extent practical. The Contractor is responsible for abiding by the established and appropriate traffic controls in all of the work areas. The Debris

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Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas.

All work shall be performed in conformance with all federal, state, and local laws, regulations, and ordinances governing personal, equipment and the workplace.

Monitoring work shall be in conformity with the guidelines provided in FEMA Manual 325 (Debris Management Guide) as amended, and all other FEMA requirements.

TERMS AND PAYMENT FOR SERVICES

Following activation by The CITY OF ZACHARY, work shall continue until the Contractor receives written notification from the CITY OF ZACHARY that the services being provided are no longer required and should cease as of a specified date.

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail (except in cases for which extension of time is provided) to supply enough properly skilled workmen, proper equipment, or if Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the CITY OF ZACHARY, or otherwise be guilty of substantial violation of any provision of the contract, then the CITY OF ZACHARY, upon the certificate of the CITY OF ZACHARY that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after notice, terminate the agreement with Contractor.

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Failure of the Contractor to start the work within the time specified herein, or upon presentation of substantial evidence that the progress being made by the Contractor is insufficient, shall be grounds for termination of the contract with the CITY OF ZACHARY.

Before the contract is terminated, the Contractor and his surety will first be notified in writing by the CITY OF ZACHARY of the conditions, which make termination of the Contract imminent. Ten (10) days after this is given, and if a satisfactory effort has not been made by the contractor or his surety to correct the conditions, the CITY OF ZACHARY may declare the contract terminated and notify the contractor and his surety accordingly.

All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the CITY OF ZACHARY. No work will begin without written authorization (Notice to Proceed) from the CITY OF ZACHARY or its designee.

C. INSURANCE REQUIREMENTS

The Monitoring Contractor, at its own expense, shall at all times maintain during the term of the contract:

- (a) General Liability Insurance. The Contractor shall purchase and maintain during the life of the contract Comprehensive General Liability, including Products and Completed Operations Insurance to protect the CITY OF ZACHARY, Contractor and Subcontractors performing work under the contract from

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claims arising from any operations or work in connection with the contract. The Comprehensive General Liability coverage shall provide limits not less than the following:

\$1,000,000.00 per person and \$2,000,000.00 per occurrence, with \$2,000,000.00 aggregate; Property Damage Liability of \$1,000,000.00 per occurrence, with \$2,000,000.00 aggregate. Products and Completed Operations \$2,000,000.00. Coverage shall also be included for any contractual assumption of liability by the Contractor under any hold harmless agreements or indemnification agreements provided elsewhere in these specifications. Policy must include coverage for all operations including explosion, collapse and underground damage hazards with the same limits as specified above. Aggregates shall apply on a "per job" basis.

(b) Comprehensive Automobile Liability Insurance. The Contractor shall purchase and maintain during the life of the contract Comprehensive Automobile Liability Insurance to protect the CITY OF ZACHARY, Contractor, and Sub contractors performing work under the contract from claims arising from any operations or work in connection with the contract. The Comprehensive Automotive Liability Insurance coverage is to be on an occurrence basis, and is to include coverage for owned, hired, leased and non-owned vehicles, minimum limits as follows:

Bodily Injury Liability, \$1,000,000.00 each person, \$1,000,000.00 each occurrence; Property Damage Liability, \$1,000,000.00 each occurrence.

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- (c) Workers Compensation and Employer's Liability Insurance. The Contractor shall purchase and maintain during the term of the contract, Worker's Compensation Insurance for all its employees in any way engaged in the project. If any Subcontractor does not carry Worker's Compensation Insurance, such coverage must be included under the Contractor's policy. The policy shall provide coverage at least equal to the requirements of the State of Louisiana and shall include Employer's Liability Coverage—Section B coverage in an amount not less than \$1,000,000.00 to cover all employees not covered under the State Worker's Compensation Act. Coverage shall include Alternate Employer Endorsement and Blanket Waiver of Subrogation.
- (d) Umbrella Liability Coverage. The Contractor shall purchase and maintain a policy of Umbrella Liability Coverage in excess of the primary insurance afforded above and including all operations of the Contractor, with a minimum limit of \$5,000,000.00.
- (e) CITY OF ZACHARY's Protective Liability. The Contractor shall purchase and maintain a policy of the CITY OF ZACHARY's Protective Liability for the same limits of liability for bodily injury and property damage liability and conditions as provided hereinabove under "Comprehensive General Liability Insurance". The cost of this coverage is at the Contractor's expense.
- (f) All insurance shall include a waiver of subrogation in favor of the CITY OF ZACHARY and principals for whom the CITY OF ZACHARY is working, including any and all co-lessors of such principal, and shall be subject to the approval of

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the CITY OF ZACHARY Insurance provided for comprehensive general liability, comprehensive automobile liability, and umbrella liability shall name the CITY OF ZACHARY as an additional insured party and shall be primary to any insurance as evidence of the above insurance. Said certificates shall indicate the waiver of subrogation in favor of the CITY OF ZACHARY and any principal for whom the CITY OF ZACHARY 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 OF ZACHARY.

(g) 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.

(h) Indemnity. The contractor hereby agrees to indemnify and hold harmless the CITY OF ZACHARY, 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 out of the Contract'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 OF ZACHARY or its agents, employees, agents or representatives.

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The CITY OF ZACHARY agrees to indemnify and hold harmless the Contractor, 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 out 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, which results from the wrongful acts or omissions of the CITY OF ZACHARY or its agents, employees, agents, or representatives.

Upon completion of all services, obligations and duties provided in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Subsection shall survive.

STATUTORY EMPLOYER STATUS

The following provisions will be included in any contract awarded as a result of this RFP: 1) Contractor (Subcontractor) obligation to provide the required insurance will not be waived by Contractor (Subcontractor)'s failure to provide certificate of insurance, Owner's acceptance of a certificate of insurance showing coverage varying from the required coverage, or Owner's allowance to commence work. 2). Owner as principal whether as the direct or statutory employer, and Contractor mutually agree that it is their intention of the contract between them, to recognize Owner as the statutory employer of Subcontractor's employee's, whether direct or statutory, while Subcontractor's employee's, direct or statutory, are performing work or services with respect to this contract. It is also recognized that the work contemplated by this

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contract is a part of the trade, business or occupation of Owner; it is an integral part of or essential to the ability of Owner to generate its goods, products, or services. It is the express intention of Owner and Contractor that Owner as the statutory employer, shall, in accordance with L.R.S. 23:1061, be granted the exclusive remedy protections of L.R.S. 23:1032, and shall be liable to pay any employee employed in the execution of the work, or to his dependent, compensation which it would have been liable to pay if the employee had been immediately employed by it. In the event Owner is required as the statutory employer to pay any workers' compensation benefits, it shall be entitled to indemnity from Contractor for such benefits.

INSTRUCTIONS TO PROPOSERS

1. The Proposal

Proposals should be submitted in the format outlined in this RFP and should be a complete response to this RFP. This proposal format is mandatory. This proposal should be submitted in a sealed envelope that shows the name and address of the person or persons submitting the proposal.

The proposal should be signed by an officer authorized to make a binding commitment for the company making the proposal. All cost and price information submitted by the Proposer will remain irrevocable from the date of submittal.

2. Changes to the Proposal

Changes to the proposal may be made at any time prior to the opening of the proposals; however, all changes must be submitted in writing in an envelope

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marked "Modification to Proposal." The proposal and modifications will be opened at the same time and the proposal changed accordingly.

3. Proposal Reservations

To the extent allowed by the applicable state and federal laws, the CITY OF ZACHARY reserves the right to reject any proposal that is nonresponsive, unbalanced, incomplete, or nonconforming. A proposal may be considered nonconforming if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The CITY OF ZACHARY also reserves the right to reject any proposal if the CITY OF ZACHARY believes the Proposer is unqualified or is of doubtfully financial ability. The proposal may also be rejected if the Proposer fails to meet any other pertinent standard or criteria established by the CITY OF ZACHARY.

ACCEPTANCE OF PROPOSALS

The CITY OF ZACHARY intends to award a contract to the Contractor submitting the proposal that best satisfies the needs of the CITY OF ZACHARY. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon both technical factors and price. The technical criteria that will be used for evaluation are listed in this RFP. This does not commit the CITY OF ZACHARY to award a contract. The CITY OF ZACHARY may award a contract solely on the basis of the proposal submitted without any negotiations.

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Contents of the proposal may become contractual obligations if a contract ensues. Failure of the Proposer to honor these obligations may result in cancellation of the award through written notice.

AWARD OF CONTRACT

In the event the CITY OF ZACHARY decides to award a contract pursuant to this RFP, the CITY OF ZACHARY will provide a properly prepared Agreement to the successful Proposer. In the event that the agreement is not signed by the Proposer and returned to the CITY OF ZACHARY within thirty (30) days the CITY OF ZACHARY may cancel the agreement. If the agreement by the CITY OF ZACHARY is not returned to the successful Proposer within thirty (30) days, the Proposer may require that it be released from contract obligation. The foregoing action by the CITY OF ZACHARY or the Proposer shall in no way provide any cause whatsoever for a claim against the CITY OF ZACHARY by the Proposer.

TERMINATION CLAUSES

1. Failure to Provide Service

If the successful Proposer fails to provide any services described in the contract, or fails to meet any obligations contained therein, the CITY OF ZACHARY reserves the right to terminate the contract by providing written notice to the Proposer. The Proposer will have thirty (30) days to cure the default. If said default cannot be cured within thirty (30) days of the CITY OF ZACHARY's written notice, the CITY OF ZACHARY may demand its own time table or terminate the contract.

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2. Authority to Terminate

The CITY OF ZACHARY's appropriate representative is authorized to terminate this contract with cause on behalf of the CITY OF ZACHARY.

3. Termination

The CITY OF ZACHARY shall have the right to terminate the contract without cause, with thirty (30) days notice to contractor.

4. Force Majeure

It is mutually understood and agreed that the contract holder shall be waived of its obligations under the contract during any period or periods of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the contract holder shall give the CITY OF ZACHARY prompt oral notification followed by written notice of the particulars and estimated duration of said Force Majeure.

5. Law to Govern

The parties acknowledge that the contract is made and entered into in East Baton Rouge Parish, Louisiana and will be performed in Zachary, a municipality of East Baton Rouge Parish, Louisiana. The parties further acknowledge and agree that CITY OF ZACHARY's law shall govern all the rights, obligations, duties and liabilities of the parties under contract and that CITY OF ZACHARY's law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the contract. The parties further agree that any and all legal actions proceeding relating to the contract shall be brought in a court of

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competent jurisdiction in Zachary, Louisiana. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in East Baton Rouge Parish, Louisiana.

SCOPE OF WORK

The CITY OF ZACHARY is requesting proposals from experienced and qualified firms to enter into a “pre-event” contract at no immediate or annual cost to the CITY OF ZACHARY for the following services: Contractors shall provide Disaster Debris Monitoring Services resulting from a disaster, as directed by the CITY OF ZACHARY.

Also required is the monitored elimination of immediate threats of significant damage to improved public or private property (see Section C below) and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide monitoring and management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available to CITY OF ZACHARY, as may become necessary.

The contract shall be effective for one (1) full year from date of the award, with an optional one-year renewal period. This contract shall only be used on an “as needed” basis as determined solely by the CITY OF ZACHARY.

Firms shall submit one (1) original and three (3) copies of their proposal as requested by this invitation.

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

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- a. **WHEN REQUESTED**, assist in Monitoring Emergency Road Clearance(s): The removal of debris by the Debris Contractor from primary transportation routes, or as directed by the CITY OF ZACHARY. The Debris Contractor shall provide for debris removal from within the City limits. All disposal costs for items will be paid by the City for collection and transportation to the disposal site. The debris shall be taken to the dumpsite designated by the City at the time of the event.
- b. Monitoring Debris Removal from Public Property: Removal of vegetative debris, construction and demolition debris (“C & D Debris”), or other eligible debris from public right-of-way and other public properties. Removal of debris beyond the limits of public rights-of-way as necessary to abate imminent and/or significant threats to public health and safety of the community, as directed by the CITY OF ZACHARY. Occasionally, debris removal may require coordination with utility companies who will be afforded every professional courtesy.
- c. Monitoring Debris Removal from Private Property: Removal of debris from private properties shall be directed by the CITY OF ZACHARY only when an imminent threat to life, safety, and health is present on private property. This will require prior approval of the City and will be monitored for strict compliance with local, state and federal regulations regarding eligibility for reimbursement costs.
- d. Monitoring the Debris Management Site (DMS): The Debris Contractor will prepare and maintain a sufficient number of DMSs to accept and process all eligible debris within the timelines established in the Contract. The CITY OF ZACHARY shall identify and make available all DMS to the Contractor at no charge. Preparation and maintenance of DMS shall include all approach and

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interior haul roads and dump pads, and an inspection area site sufficient for the monitoring of all incoming traffic and exiting traffic.

All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but not be limited to: reduction by tub grinding or chipping and/or incineration when approved by the CITY OF ZACHARY. Prior to reduction all debris shall be segregated between vegetative and clean, woody debris; construction and demolition debris; white goods; recyclable debris and household hazardous wastes. Debris collected by Contractor at right-of-way, at discretion of the CITY OF ZACHARY, may be hauled directly to the nearest lawfully permitted landfill, bypassing the DMS.

- e. Monitoring Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the CITY OF ZACHARY in accordance with all applicable federal, state, and local laws, standards and regulations.
- f. Monitoring Demolition of Hazardous or Condemned Structures that are a hazard to public health.
- g. Monitoring 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.
- h. Monitoring Documentation and Inspections: All debris shall be subject to inspection by the CITY OF ZACHARY. Inspections shall be to insure compliance with the contract and applicable local, state, and federal laws.

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- i. **The Debris Contractor will**, at all times, provide monitors and the CITY OF ZACHARY access to all work sites and disposal areas. The Contractors and the CITY OF ZACHARY shall have in place at the DMS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS(s).

- j. Monitor Work Sites: The CITY OF ZACHARY will establish and approve all sites that the Debris Contractor will be allowed to use. The Contractor will remove all eligible debris and leave the site from which debris was removed in a clean and neat condition. The condition of the work site shall be equal to or better than the original condition of the site.

- k. Monitor White Goods: The Debris Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in FEMA 325 Debris Management Guide. The Contractor will handle the disposition of all white goods encountered in accordance with applicable federal, state and local laws. Proper disposal of Freon is essential.

- l. Monitor Hazardous Stumps: The Debris Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the CITY OF ZACHARY or its designee. Stumps will be hauled to DMS where they shall be inspected and categorized by size. Reference FEMA 325 for specific guidance.

- m. **When applicable**, Monitor the Backfill of all stump root ball holes with clean fills dirt upon direction of the CITY OF ZACHARY. These clean fills dirt shall be compacted as directed by the CITY OF ZACHARY or its designee.

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- n. Monitor All Canal/ Waterway Debris Removal: Debris Contractor shall remove eligible storm debris from drainage canals and ditches at direction of the CITY OF ZACHARY.
- o. Monitor Loading and hauling of eligible storm-deposited soils (e.g., silt, sand, or mud).
- p. **Where applicable and when assisting upon request with the** Monitored Documentation and Recovery Process: The Debris Contractor will provide the following in addition to debris removal activities: documentation of recovery process, written and oral status as requested by the CITY OF ZACHARY, review documentation for accuracy and quantity, and assist in preparation of claim documentation.

REPORTING

The Monitoring Contractor shall also submit a report to the City during each day of the term of the contract. Each report shall contain, at a minimum, the following information:

Contractor's Name

Contract Number

Number of Crews

Location(s) of work

Day of Report

Daily and cumulative totals of debris removed, by category.

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Any discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

AUDIT

The Monitoring Contractor shall maintain all books, records, and other documents pertaining to all operations under this contract and shall make all such material available at all reasonable times for inspection and auditing by authorized representatives of the City during the contract term, and retain same for a period of three (3) years thereafter. Copies of such documents shall be furnished if required.

The successful Proposer will be required to provide the contact name(s) and 24 hour telephone numbers, fax numbers, and email addresses of any employees who will be responsible for administering this contract for the company.

ELIGIBILITY AND ILLEGALITY PROVISIONS FOR PROGRAMS

The Monitoring Contractor acknowledges that the City of Zachary, EBR Parish will seek reimbursement, subsidy, cost share participation and/or any other available assistance and/or indemnity and/or insurance from all sources, public and private, for the costs incurred by it pursuant to this contract. The parties will timely reform this contract, if necessary for the CITY OF ZACHARY to qualify fully for such assistance and to the extent required.

This contract is governed by the laws of the State of Louisiana. If any provision(s) in this contract, including any provision(s) incorporated herein by reference, is (are)

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invalid, illegal, or unenforceable in any respect or to any degree, under any applicable statute, regulation or policy, such provision(s) shall be considered modified to the extent necessary to cure such invalidity, illegality or unenforceability. If such defect cannot be cured by modification, the provision(s) shall be deleted from the contract. In any event, the remaining portions of this contract shall remain enforceable and in full force and effect.

ADMINISTRATOR

The CITY OF ZACHARY's Designated Representative and/or his designee will be the Contract Administrator for this project.

THE CITY OF ZACHARY'S SELECTION PROCESS

Proposals will be reviewed and ranked by the evaluation criteria below. Those firms listed may be selected for interviews and shall be prepared to make a scheduled presentation to the CITY OF ZACHARY, if required.

All communications regarding this project, including any questions related to this Request for Proposal (RFP), shall be submitted in writing to David Amrhein, Mayor of the City of Zachary.

CITY OF ZACHARY

Attn: David Amrhein, Mayor, 4700 Main St. (P.O. Box 310), Zachary, La. 70791

SUBMISSION REQUIREMENTS

- a) To be considered submit one (1) original and three (3) complete copies in an 8 ½" by 11" format.
- b) Submission Deadline and Location: Proposals must be submitted until, and NLT 10:00 a.m. CST on Tuesday, April 4th, 2017 to the City of Zachary, Attention David Amrhein, Mayor, and 4700 Main St. (P.O. 310), Zachary, La. 70791.
- c) Required Information:

The Proposal should be divided into six separate sections. The six sections should be comprised of the following information:

1. Cover letter/Executive Summary describing the Proposer's firm and including names, address, phone number, fax number and email address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.
2. The Proposer's qualifications to meet the City of Zachary's objectives and to perform the tasks listed in the proposal. This shall include a statement regarding the financial capability of the company, a description of the office(s) from which the service is being performed and nature of staff and a list of equipment required and available for Monitoring projects.

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3. A statement of the Contractors familiarity and experience with FEMA's Public Assistance Program and applicable laws, rules and regulations.
4. List of disaster specific experience within the last five (5) years, including the name of each client, a contact person and phone number, the size of each project, and response time. Additionally, Proposer must include in this section a statement listing and describing each and every lawsuit in the past five (5) years) in which the Contractor sued, or was sued by, any of Contractor's clients.
5. A Disaster Debris Monitoring Plan (Template) applicable for the scope of work.
6. Lists of incidental costs and hourly rates, Fee Schedule.

LIMITATIONS

1. This request does not commit the CITY OF ZACHARY to the award of the contract or to pay any costs incurred in the preparation for a response to this request.
2. The CITY OF ZACHARY reserves the right to reject any or all proposals, to waive informalities, to request additional information and to award a contract deemed most advantageous for the CITY OF ZACHARY.

MINIMUM REQUIREMENTS OF PROPOSER

1. Proposals shall be considered only from firms normally engaged in performing the type of work specified with the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, the CITY OF ZACHARY in its discretion shall determine whether the evidence of responsibility and ability to perform is satisfactory. The CITY OF ZACHARY reserves the right to reject any or all proposals.
2. Previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of any disaster project.
3. The individual/ firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.
4. The Proposer shall be an equal opportunity employer and shall adhere to any applicable local, state, or federal affirmative action requirements. *
Note Special Advisory Statement on Page 25.

5. The Proposer shall provide Proposal Guarantee in the form of a bid bond, cashier's check, or letter of credit in the amount of \$100,000.00. Upon award of a contract, all Proposal Guarantees shall be returned to unsuccessful Proposers; after the successful proposer has (1) executed a contract with the CITY OF ZACHARY and (2) supplied the CITY OF ZACHARY

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with a Payment and Performance Bond satisfactory to the CITY OF ZACHARY.

6. The Proposer shall provide a letter from a surety licensed to do business in Zachary, La stating that, in the event Proposer is awarded a contract, the Proposer can obtain a payment and performance bond of at least \$20 million dollars which shall remain in effect for the full term of the subsequent contract.

CRITERIA FOR EVALUATION AND AWARD

The successful Proposer will be selected based upon the best response offered to the CITY OF ZACHARY. Proposers may be requested to give an oral presentation after submission of responses should the CITY OF ZACHARY find it necessary, in order to determine which is the best received.

Evaluation Criteria: Submitted proposals will be evaluated and scored based upon the following criteria:

Criteria	Points Assigned
Past Experience/Company History	15
References	15
Capability to Perform SOW	15
Experience with FEMA regulations	15
Financial Capacity	20

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Price Proposals

20

*Total points equal 100

INCURRED EXPENSES

The CITY OF ZACHARY is not responsible for any expenses which Proposer may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews or presentation of proposals.

SPECIAL ADVISORY

The City of Zachary will not award a contract in response to this RFP to the same firm, or affiliate, that has been awarded the contract for the City's Debris Management and Removal Services. The City of Zachary currently has a "pre-existing" emergency contract with CERES Environmental to provide the Debris Management and Removal Services function.

Therefore, a proposer (including any employees or affiliated companies) may only submit an RFP for this Disaster/Debris Monitoring Services Contract.

SPECIAL ADVISORY

It is important to note that based on current FEMA Codes under CFR 44 that special considerations apply in regard to minority and women owned businesses as stated specifically:

§200.321 Contracting with small or minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-federal entity must take all necessary affirmative steps to assure those minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's 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;

5. Using the services and assistance, as appropriate, of such organizations as the (SBA) Small Business Administration and the (MBDA/DOC) Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

