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**NOTICE
REQUEST FOR PROPOSALS
FOR
DEBRIS REMOVAL AND DISPOSAL SERVICES**

Tangipahoa Parish Government is requesting proposals (RFP) from qualified contractors for Debris Removal and Disposal Services. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to the Parish. This solicitation by the Parish will result in the selection of an experience firm to remove and lawful dispose of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways, and to setup and operate Debris Management Sites (DMS) in the Parish immediately after a hurricane or other disaster.

It is the intent that the successful proposer (CONTRACTOR) will not be responsible for the preparation of the FEMA Project worksheets and submittals to FEMA and Federal Highway Administration (FHWA). The Debris Management Consultant will perform these tasks. The CONTRACTOR is responsible to provide full support to the Debris Management Consultant and the Parish for the development of the project worksheets and documentation to support these projects.

The Parish will select the successful Proposer that offers the best value to the Parish based on the published Evaluation Criteria and on its final ranking.. Requests for qualifications will be received by the Tangipahoa Parish Government at the Tangipahoa Parish Government, 206 E. Mulberry Street, Amite, La. 70422 (P. O. Box 215, Amite La. 70422) no later than 3:00 P.M. February 15, 2024, or hand-delivered.

All responses received will be evaluated in accordance with the selection criteria identified in the request for proposals packet. The Parish will award the contract to the respondent obtaining the highest recommendation

based upon a parish selection committee review of the written Request for Proposals.

Tangipahoa Parish Government reserved the right to reject or accept any proposals or waive any irregularities in any proposals deemed to be in the best interest of the Parish

Tangipahoa Parish Government is an Equal Opportunity Employer.

DAILY STAR: PLEASE PUBLISH JANUARY 25, 2024

REQUEST FOR PROPOSALS
FOR
DEBRIS REMOVAL AND DISPOSAL SERVICES

Issued By:

Tangipahoa Parish Government
206 E. Mulberry St.
Amite, LA 70422
Ph: (985) 748-3211 / Fax: (985) 748-7576

Date of Issue: January 25, 2024
Due Date/Time for Receipt of Proposals: February 15, 2024

REQUEST FOR PROPOSALS

DEBRIS REMOVAL AND DISPOSAL SERVICES

The Parish requests proposals from qualified contractors for Debris Removal and Disposal Services. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to the Parish. This solicitation by the Parish will result in the selection of an experienced firm to remove and lawfully dispose of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways, and to setup and operate Debris Management Sites (DMS) in the Parish immediately after a hurricane or other disaster.

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SECTION 1.0 GENERAL INFORMATION

Objective

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The successful proposer(s) (CONTRACTOR) must be capable of assembling, directing, and managing a work force that can complete the debris management operations in a maximum of 120 days. This work is coordinated through the Parish and the Debris Management Consultant. Federal Emergency Management Agency (FEMA) Debris Management Guide may be used for guidance in preparing a response to this RFP.

Definitions

Contractor – the successful proposer(s)

Debris Management Team – The team staffed by the Parish, Debris Management Consultant and the CONTRACTOR.

Debris Management Consultant – A Consultant retained by the Parish to manage administrative aspects of the recovery process including processing FEMA submittals.

Debris – Scattered items and materials either broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.

FEMA – Federal Emergency Management Agency

FHWA – Federal Highway Administration

DMS – Debris Management Site

Initiating Contract in When a Major Disaster Occurs or is Imminent.

When a major disaster occurs or is imminent, the Parish will contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of the Parish's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites.

In preparation for an imminent hurricane strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into the Parish.

The Parish upon contacting the contractor will issue a notice to proceed and work task assignment. The issuance of the notice to proceed will allow the contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The contractor will also begin coordination with Parish Emergency Management personnel. This may include staffing or preparing reports for the Emergency Operation Center.

The Contractor shall have a maximum of 24 hours from notification by the Parish to mobilize and begin their response. Failure to mobilize in the allowed time may result in a penalty and/or cancellation of the contract.

The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations. Disposal of debris will be at the Parish's or the contractor's approved temporary debris management sites or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all debris management sites.

Relationship between Debris Management Consultant and the Debris Removal Contractor

The Parish Debris Management Consultant and or Parish Staff provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Consultant is crucial to the success of the recovery operation. Therefore, each proposal shall address their ability to work with different accounting and tracking systems. The successful contractor(s) will meet with the Parish and the Debris Management Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. For "Event Types" that require Debris Management Sites (DMS) the contractor shall be available for technical assistance in site selection and operational planning. Selection of these sites is the first task done by the Debris Management Team. This first task will result in a map of the various sites and a basic operation plan for each site.

SECTION 2.0 STATEMENT OF WORK

The qualified firm will adhere to the scope of work that meets the Parish needs. The work to be undertaken includes but is not limited to the following:

2.1. Debris Removal

- a. Emergency Road Clearance – Removal of debris from the primary transportation routes as directed by the Parish. In the event the scope of the initial "PUSH" is too great, the parish may request the contractor to perform an emergency "PUSH" sufficient to allow emergency vehicles to traverse the roadway. The Parish will determine route priorities for this push. Additionally, in preparation for an imminent hurricane strike, contractor crews may be asked to stage outside the

strike area. In this case, contractors are to provide the emergency push into Parish. The Parish will designate roadway priorities for this push.

- 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. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by the Parish, it may be necessary to make several trips through a neighborhood as debris is moved to the ROW. In this case the loads will need to be documented separately, per the instructions of the Parish and the Debris Management Consultant.
- 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 Parish, will accomplish the removal of debris from private property.
- d. White Goods – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- e. Hazardous Tree Stumps – The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the Parish. Stumps shall be hauled to DMS where they shall be inspected and categorized by size.
- f. Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the Parish. The contractor shall make every effort to minimize damage to private property and public right of way.

2.2 Debris Processing

- a. Debris Management Site (DMS) – The Debris Management Site will be the Tangipahoa Parish Government Landfill located at 57510 Hano Road, Independence, LA 70443
- b. DMS Debris Removal Operations Plan and Environmental Protection Plan – This plan is to address site setup, pre use activities, post use activities and operational activities. The plans may also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan.

Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Access to site
- Site preparation – clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower

- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
 - Location of existing structures or sensitive areas requiring protection
 - Restoration of Site
- c. 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 Parish. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- d. Generated Hazardous Waste Abatement – Abatement of hazardous waste identified by the Parish in accordance with all applicable Federal, State, and local laws, standards and regulations.
- e. 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. The parish will seek reimbursement for landfill tipping fees through FEMA and FHWA.
- f. Assist Debris Management Consultant in the following:
- Monitoring multiple contractors and multiple trucks delivering materials to the DMS.
 - Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
 - Make sure truck is properly tarped when arriving at the DMS.
 - Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
 - Maintain manifest tickets in an organized manner for proper record review and storage.
 - Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
 - Document location of origin of debris
 - Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
 - Remain in contact with the central office/staging operation command center.
 - Perform other duties as directed by Parish personnel, e.g. conduct final inspections and issue closeout reports.

2.3. Documentation and Records

- a. Documentation and Inspections – Storm debris shall be subject to inspection by the Parish and their Debris Management Consultant. Inspections will be to insure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the Parish access to all work sites and disposal areas. The Contractor, the Parish and Debris Management Consultant will 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. The Debris Management Consultant will coordinate data recordation and information management systems, including but not limited to:
- Prepare detailed estimates and submit to FHWA and FEMA for use in Project Worksheet preparation.
 - Implement and maintain a disaster debris management system linking load ticket and DMS information, including reconciliation and photographic documentation processes.

- Provide daily, weekly or other periodic reports for Parish managers and the Debris Management Consultant, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.
- 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 Contractor shall provide all requested information to the Debris Management Consultant that is necessary for proper documentation. Parish employees shall review all documentation prior to submittal. The Contractor will work closely with the FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Management Consultant will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.

- b. Documentation and Recovery Process – The Contractor will provide the following assistance in addition to debris removal:
 - Recovery process documentation – create recovery process documentation plan
 - Maintain documentation of recovery process
 - Provide written and oral status reports as requested to the Parish Debris Management Consultant
 - Review documentation for accuracy and quantity
 - Assist in preparation of claim documentation.
- c. DMS Site Reclamation – Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Contractor’s Debris Removal Operations Plan and Environmental Protection Plan.

2.4. Work Areas

- a. Work Areas – The Parish will establish and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land and DMS. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt and grading may be required to achieve the desired condition.
- b. Working Hours – All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the DMS will be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours, seven (7) days per week including holidays. It is understood between the parties that at the DMS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to Parish approval. Parish approval shall consider safety and impacts to surrounding land uses such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.
- c. Priority of Work Areas – The Parish will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. There will be certain debris that is not picked

up by equipment, machinery and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgement of the Parish.

- e. Safety – The Contractor shall have at least one Safety Officer on duty at all times. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to certification in the Department of Transportation Maintenance of Traffic Standards. All work zones shall conform to Standards and all work sites/conditions shall conform to all applicable Federal, State and local safety standards.

2.5 Period of Agreement

The term of the contract will be effective as of the date the contract is signed until December 31, 2026. This contract may be extended for one (1) additional period of one (1) year each, beginning January 1, 2027, if the Parish and Vendor agree.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

- 3.1 A prospective service provider’s response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.
Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the Parish.
- 3.2 The Parish reserves the right to seek additional/supplemental representation on specific issues as needed.
- 3.3 Respondents shall construct their proposal in the following format and a tab must separate each section.
- 3.4 Respondents must include a bid bond in the amount of \$500,000 with an A rated surety Company. In addition, upon issuance of the first task order the contractor will be required to provide a payment bond and performance bond on the part of the contractor for 100 percent of the contract price.

PROPOSALS

In a sealed envelope, provide an **ORIGINAL, so identified and five (5) complete copies** of your qualification proposal for services defined herein for the term of the contract.

TAB 1 – EXECUTIVE SUMMARY

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the proposer, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – Experience and Ability

This RFP is for Emergency Debris Clearance (Push), Debris Removal, Debris Management Site Management, and Tree and Limb Removal. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. Parish has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract. Parish is also requesting proposals for the following items: beach and shoreline reconstruction, sunken vessel removal, and canal and river debris removal and restoration. These items are not specifically addressed in detail in the specification sections of this RFP. Due to the diversity of damage caused by natural or manmade disasters Parish reserves the right to negotiate pricing with the Contractor at the time of the event for all unforeseen debris removal and disaster related activities.

At the request of the parish, the Contractor will be required to conduct annual planning and training activities with Parish throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary Debris Management site selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, beach and shoreline restoration, and current Federal, State and Local guidelines and regulations. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to Parish.

The proposal should outline the ability to provide expert guidance with the current Federal, State and Local guidelines and regulations as they relate to disaster generated debris. This RFP contains a detailed set of specifications for each category of work. The proposal should provide a detailed outline of how work will be accomplished.

Include any pertinent information needed to determine the proposer's experience and ability to perform the anticipated work.

The proposer shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.

TAB 3 – Past Performance

The proposer shall include a list major debris removal projects completed within the past five years. Major debris removal projects completed beyond the five years may also be presented. Include any pertinent information needed to determine the proposer's past performance.

The proposer shall provide at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.

TAB 4 – Understanding of Project Requirements

The proposer shall provide their interpretation of what is required to meet the needs of the Parish. The Proposer will use this document, their knowledge and experience to develop their understanding of this project. The proposer is urged to develop scenarios or examples to fully explain their position. Proposer must include a copy of a current certificate of insurance naming the Parish along with a copy of their current business license with the Parish, failure to do so will result in rejection of proposal.

TAB 5 – Approach and Method

The proposal will address the proposer’s ability to mobilize including what is anticipated for a maximum time to mobilize. (Please note the parish’s 24 hour mobilization requirement.)

The proposer shall provide a complete scenario for how the work will be accomplished, the quality control, safety, how FEMA requirements will be met. Include the operational processes for the debris reduction sites. The proposer should identify the resources they will mobilize and state their commitment and timeframe to deploy these resources when called upon. The parish expects the contractor to maintain the necessary resources to complete the task, set forth in the task order, in a timely manner. The proposer shall provide the management processes anticipated to be used. It shall include how the interaction may take place between the Parish, the Debris Management Consultant and the proposer.

TAB 6 – MBE PARTICIPATION

A plan for identifying and use of local and minority subcontractors shall be included in the proposal.

TAB 7 – FINANCIAL CAPABILITY - Include audited financial statements for last three years.

TAB 8 - FEE PROPOSAL

Fee Proposal Forms

3.5 Proposals shall be submitted as follows.

3.5.1. All proposals must be delivered to 206 East Mulberry, Amite, Louisiana 70422 no later than **3:00 P.M. on Thursday, February 15, 2024**. Late proposals will be rejected. Failure to comply with this or any other paragraph of the Request for Proposals shall be sufficient reason for rejection of the proposal.

Please mark the written proposal envelope(s) as follows:

Debris Removal and Disposal Services
Request for Proposal
Time and Date , _____

- 3.5.2. The front of each proposal envelope/container shall contain the following information for proper identification:
- The name and address of the proposer
 - The word "RFP"
 - The time/date specified for receipt of proposals
 - The number of each envelope/container submitted (i.e. "1 of 3, "2 of 3", "3 of 3")
- 3.5.3. **ALL PROPOSALS MUST BE RECORDED (CLOCKED – IN) IN THE PURCHASING DIVISION ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT.** The responsibility for submitting the proposal to the Procurement Services Division on or before the above stated time and date is solely that of the proposer. The Parish will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- 3.5.4. All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal respondent.
- 3.5.5. The Parish shall not be liable for any costs incurred by a respondent prior to entering into contract. Therefore, all respondent are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

Of submissions, and the resulting negotiated agreement, in all instances the Parish's decisions will be final.

The Parish's evaluation criteria will include, but not be limited to, consideration of the following:

1. 25% assigned to respondent's knowledge of Federal Emergency Management Agency regulations and procedures.
2. 25% assigned to respondent's Operational Plan.
3. 10% assigned to proposed price for work to be accomplished.
4. 25% assigned to past performance record on work of similar nature, familiarity with the Parish, financial capabilities, and corporate history and team organization.
5. 15% assigned to local and minority participation plan

Other criteria the Parish frequently uses to evaluate submissions include:

6. Verification of availability of qualified personnel to perform the services requested.
7. Interviews with references with the selection committee and proposed price for the work to be accomplished.

Selection.

The Parish shall evaluate the written proposals submitted by the firms regarding the proposed project. The Parish will assign this task to a Negotiation Committee. All respondents are placed in rank order based on the outcome.

Presentations.

The Parish may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the Parish's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests in this matter.

Negotiations.

After the Parish ranks the respondents, Parish staff will take the proposed ranking to the Parish Commission for approval and permission to start negotiating with the top ranked respondent(s). After staff concludes negotiations with the respondent(s) selected by the Parish Commission, staff will present the results of the negotiations to the Parish Commission with its recommendation for award of a contract. If the Parish Commission determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the Parish determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the Parish be unable to negotiate a satisfactory contract with the selected respondent(s), the Parish may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, as stated in Paragraph 1.5 above, the Parish reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Louisiana; provided, however, that the Parish shall have no liability, responsibility, or obligation whatsoever to either the successful bidder(s) or to the procuring agency or subdivision with respect to such purchases. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

SECTION 4.0 RIGHT OF REJECTION:

The Parish reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Parish and its citizens.

SECTION 5.0 REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

Donna Domiano
Purchasing Agent
TELEPHONE: 985-748-3211
FACSIMILE: 985-748-7576
E-MAIL: purchasing@tangipahoa.org

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request for Proposal's content, if appropriate, will be responded to in writing. The written response will be the Parish's official response and will be mailed to all Respondents that requested the Request for Proposals.

SECTION 6.0 GENERAL TERMS AND CONDITIONS

6.1 EQUAL OPPURTUNITY AGREEMENT

6.1.1. In connection with work performed under a Parish contract, the respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the Parish's Equal Opportunity Pledge.

6.1.2. By submitting a proposal in response to this solicitation, the respondent agrees to –

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

6.2 (RESERVED)

6.3 INDEMNIFICATION

The consultant shall indemnify and save harmless the Parish, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the Parish, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its sub consultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

6.4 ISSUANCE OF ADDENDA

9.4.1 If this solicitation is amended, the Parish will issue an appropriate addendum to the solicitation. If any addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

9.4.2 Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By confirming via email;
- By signing facsimile (subject to the conditions specified in the provision entitled "FACSMILIE DOCUMENTS".)

9.4.3 The Parish must receive the acknowledgment by the time and date, and at the location specified for the receipt of proposals.

6.5 PAYMENT:

Withholding Payment

In the event a contract is canceled under any provision herein, the Parish may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

6.6 INSURANCE REQUIREMENTS:

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 coverage's 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:

- **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.
- **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 Auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
- **Worker's Compensation** - Proposer shall provide a policy with employers 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.

- **Pollution and Remediation Liability**
 - A. **Limits:** with limits of not less than five million dollars (\$5 000,000.00) annual aggregate / two million dollars (\$2,000,000.00) per occurrence, including the cost of defense during the term of the contract and for a period of five (5) years following the completion thereof. Such coverage shall include, but not be limited to:
 - Pollution Legal Liability- (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot,

fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials, or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).

- Remediation Legal Liability Expense - expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes acids, alkalis toxic chemicals, liquids or gases, hazardous materials, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and
- Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the Owner to its final delivery point as specified in the resulting contract.

Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the Owner on Commercial General Liability and Worker's Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to the Owner.

Loss Deductible Clause: The Owner shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

B. Conditions:

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

- 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.

- Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.

The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the Parish and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.

- 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.

ATTACHMENT 1
PRICE PROPOSAL FORM
DISASTER DEBRIS REMOVAL AND DISPOSAL

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Contractor's License Number: _____

Authorized Signature: _____

(provide evidence of signing authority)

Name and Title: _____

NOTE: Respondents are to make no changes to the table below and are to fill it out completely. Values must be provided for all categories below or your response may be deemed non-responsive.

1. Rights-of-Way Vegetative Collection Rate

Vegetative debris collected from public or private right-of-way (ROW) and improved public lands, hauled to, and dumped at the debris management site(s). This includes the removal, collection, hauling, and disposal of all stumps less than 24 inches in diameter and any stumps not originating in the ROW (including stumps removed by third parties and placed in the ROW).

0-15 miles	\$ _____
16-30 miles	\$ _____
31-60 miles	\$ _____

2. **Private Property Vegetative Collection Rate**

Vegetative debris collected from private property, hauled to, and dumped at the debris management site(s). This includes the removal, collection, hauling and disposal of all stumps less than 24 inches in diameter and any stumps not originating in the ROW (including stumps removed by third parties and placed in the ROW).

0-15 miles	\$ _____
16-30 miles	\$ _____
31-60 miles	\$ _____

3. **Public Right of Way Construction and Demolition Collection Rate**

Construction and demolition debris collected from designated work zone, hauled to, and dumped at the debris management site(s) or other designated location.

0-15 miles	\$ _____
16-30 miles	\$ _____
31-60 miles	\$ _____

4. **Cutting Partially Uprooted or Split Trees (Leaners)**

Falling partially uprooted or split trees from the ROW or the overhanging portion of the ROW and placing the debris in the ROW for haul-off.

Partially Uprooted Leaner (Price is inclusive of excavating the root ball and placing it in the ROW)

Diameter of tree at 2 feet from base

Less than 24 inches	Per Tree \$ _____
24-36 inches	Per Tree \$ _____
Greater than 36 inches	Per Tree \$ _____

Split Leaner (No exposed root ball) (Price is inclusive of flush cutting the tree trunk)

Diameter of tree at 2 feet from base

Less than 24 inches	Per Tree \$ _____
24-36 inches	Per Tree \$ _____
Greater than 36 inches	Per Tree \$ _____

Removal of Dangerous Hanging Limbs (Hangers)

Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for haul-off

Per Tree \$ _____

5. Demolition and Collection Rate

Demolish identified structures in designated work zone. Remove C&D debris from designated work zone, hauled to, and dumped at a Debris Management Site or other designated location.

RACM Per Cubic Yard \$ _____

Non-RACM Per Cubic Yard \$ _____

6. Hazardous Stump Removal and Collection Rate

Removal and collection of stumps partially uprooted in the ROW. Stumps will be identified and certified in the ROW by the Parish or its representative. Stumps will be hauled to and dumped at a debris management site(s) or other designated location.

Diameter of Stump at 2 feet from base

24-36 inches Per Stump \$ _____

36-48 inches Per Stump \$ _____

Greater than 48 inches Per Stump \$ _____

7. Stump Removal and Collection Rate

Removal and collection of stumps brought the ROW. Stumps will be hauled to and dumped at a debris management site(s) or other designated location.

According to FEMA guidelines for conversion of stumps
to cubic yards. Per Cubic Yard \$ _____

8. Sand Collection (Public Property) and Screening Rate

Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s). (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location.

Per Cubic Yard \$ _____

9. Silt removal and disposal

Marine based removal:

0-15 mile one way haul Per cubic yard \$ _____

15-30 mile one way haul Per cubic yard \$ _____

30-60 mile one way haul Per cubic yard \$ _____

Land based removal:

0-15 mile one way haul	Per cubic yard \$ _____
15-30 mile one way haul	Per cubic yard \$ _____
30-60 mile one way haul	Per cubic yard \$ _____

10. Drainage ditches silt and debris removal

Ditch width 0-4.0 feet

0-15 mile one way haul	\$ _____ per linear foot
15-30 mile one way haul	\$ _____ per linear foot
30-60 mile one way haul	\$ _____ per linear foot

Ditch width 4.01-8.0 feet

0-15 mile one way haul	\$ _____ per linear foot
15-30 mile one way haul	\$ _____ per linear foot
30-60 mile one way haul	\$ _____ per linear foot

Ditch width 8.01-12 feet

0-15 mile one way haul	\$ _____ per linear foot
15-30 mile one way haul	\$ _____ per linear foot
30-60 mile one way haul	\$ _____ per linear foot

11. Cleaning and clearing of drain lines

Drain Line Diameter 0-15.0 inches

0-15 mile one way haul	\$ _____ per linear foot
15-30 mile one way haul	\$ _____ per linear foot
30-60 mile one way haul	\$ _____ per linear foot

Drain Line Diameter 15.01-36 inches

0-15 mile one way haul	\$ _____ per linear foot
15-30 mile one way haul	\$ _____ per linear foot
30-60 mile one way haul	\$ _____ per linear foot

12. Cleaning and clearing of catch basins and inlets

0-15 mile one way haul	\$ _____ each
15-30 mile one way haul	\$ _____ each
30-60 mile one way haul	\$ _____ each

13. Backfill

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

Per Cubic Yard \$ _____

14. Reduction of vegetative debris via burning at debris management site(s) or other designated location.

Per Cubic Yard \$ _____

15. Reduction of vegetative debris via grinding at debris management site(s) or other designated location.

- Per Cubic Yard \$ _____
16. **Reduction of C&D debris at debris management site(s) or other designated location.**
 Per Cubic Yard \$ _____
17. **Haul-out of reduced vegetative debris**
 Per Cubic Yard \$ _____
18. **Haul C&D debris to final disposal site**
 Per Cubic Yard \$ _____
19. **Marine Debris Removal** - removal of storm generated debris from marine environments including streams, canals, and waterfronts.
 Per Cubic Yard \$ _____
20. **Bank Restoration** - perform river and canal shoreline restoration to include any necessary excavation, compaction, fill, and backfill of embankment soils and materials to restore banks to preexisting conditions insofar as possible.
 Per Linear Foot \$ _____
21. **Derelict Vessel Removal** – remove sunken and derelict vessels from marine environments.
Marine Based Salvage Operations..... Per Linear Foot \$ _____
Land Based Salvage Operations..... Per Linear Foot \$ _____
 *Special Consideration: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort and further negotiation may be allowed on a case by case basis.
22. **Removal of storm-damaged vehicles and vessels from post-disaster environments including towing and aggregation.**

 Transfer/Tow of typical passenger car
 Per Vehicle \$ _____

 Transfer/Tow and Handling of recreational vessels up to 24'
 Per Vessel \$ _____

 Operation of secure aggregation site for vehicles and vessels

Per Day \$ _____

Storage of each light and medium duty vehicle and/or vessels

Per Day \$ _____

*Special Consideration: Large vehicles, trucks, buses, vessels, houseboats or vehicles/vessels within environmentally sensitive areas may require unexpected additional effort and further negotiation may be allowed on a case by case basis.

23. Hazardous Waste Removal and Bio-hazards

Hazardous Waste/ HHW Removal Per Pound \$ _____

Dead Animal Collection Per Pound \$ _____

24. White Goods

Per Cubic Yard \$ _____

25. E- Waste

Per Unit \$ _____

26. Removal of Freon

Per Unit \$ _____

27. Contents of Refrigerator

Per Unit \$ _____

28. Emergency Road Clearance "Push"

Per Hour \$ _____

*The hourly rate is consists of one loader/skid steer with operator, one sawyer, and one foreman with truck.