



Wilma Kelly
Purchasing Manager

City of Alexandria

Purchasing Department
P.O. Box 71
Alexandria, Louisiana
71309-0071



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Request for Proposals (RFP) will be received until **2:00 PM CDT, Wednesday, November 06, 2024** and opened at the City of Alexandria Purchasing Dept.

City of Alexandria **RFP #1866P**
Page: 1 of 36
Date RFP Prepared: October 4, 2024

Bid Bond Requirements: A bid bond or check for N/A% of the total amount of bid.

Performance Bond Requirements: In the event bid is accepted, a performance bond shall be required in the amount of N/A%.

Please file bid with the following:

Casey Barnes, Senior Buyer
City of Alexandria – Purchasing Dept.
2021 Industrial Park Road Bldg. WH
Alexandria, LA 71303
Phone: 318-441-6162 Fax: 318-619-3415

INTRODUCTION

EMERGENCY DEBRIS REMOVAL MONITORING SERVICES

The City of Alexandria (COA) is soliciting proposals to obtain the service of a qualified firm to provide Emergency Debris Removal Monitoring Services in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and all applicable state and local regulations/laws.

For scoring purposes, offers will be evaluated by the total of proposed prices for the Base Year and Option Renewal Years One and Two. Evaluation of the option renewal years will not obligate the COA to exercise the options.

The resulting contract will remain in effect for a period of twelve (12) months from award date. Contingent upon the availability of funds and the ability of the successful offeror to honor the proposed prices, the City reserves the right to renew the existing contract for a period of up to twenty-four (24) additional months, in twelve (12) month increments, with a sixty (60) day funding out clause.

Proposals may be returned either mailed; or hand delivered to the City of Alexandria Purchasing Department, located at 2021 Industrial Park Road, Building WH, Alexandria, LA 71303.

Questions and/or clarification of proposal specifications are to be in written form only, either mailed, faxed, or emailed to the attention of Darren Green, City of Alexandria Landscape Architect, PO Box 71, Alexandria, LA 71309-0071; Phone (318)446-2342, Fax (318)441-6377; Email darren.green@cityofalex.com ; and must be received by 4:00 PM CDT, Thursday, October 31, 2024.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

GENERAL CONDITIONS FOR BIDDERS - PLEASE READ CAREFULLY

1. Pursuant to LA R.S 38:2212.1. C.(1)(2), any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified.
2. Pursuant to LA R.S. 38:2212 B.(1), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Alexandria. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
3. Preference shall be given to bidders quoting F.O.B. Destination (the City of Alexandria using department), FREIGHT PREPAID, unless otherwise requested.
4. Each bidder shall submit his proposal on the proposal form furnished by the City of Alexandria Purchasing Department. The complete bid package must be returned as issued by the City with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, shall result in the vendor's entire bid package being rejected.
5. Literature, brochures, and other related paperwork attached to the bid should be identified with the name of the bidder and bid item number.
6. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.
7. Pursuant to LA R.S. 38:2212 F., the bid specifications may contemplate a fixed escalation or de-escalation in accordance with the United States Bureau of Labor Statistic's Consumer Price Index or the Producer Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid for any item of a public work, at the discretion of the City.
8. Pursuant to LA R.S. 38:2212.1. F., any public procurement unit may participate in a cooperative purchasing agreement with the City of Alexandria to acquire quantities of the above listed items under a contract with the City of Alexandria for items awarded by public bid, pursuant to the cooperative purchasing provisions of Part VII of Chapter 17 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950, R.S. 39:1701 et seq.
9. The City of Alexandria reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Price(s) should be itemized.)
10. All erasures or corrections on the bid form must be initialed and the City of Alexandria may rely on the apparent authority represented by the initials.
11. The City of Alexandria reserves the right to reject for cause any and all bids or parts of bids, or accept bids most beneficial to the City.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

General Conditions for Bidders - Please Read Carefully (Continued)

12. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.
13. Bids shall be opened publicly in the City Council Chambers or Council Committee Room.
14. Cash discounts may be accepted, but SHALL NOT be considered in making award.
15. Regarding a bid for purchase of materials, supplies or services, not to include construction of any public works, a written notice of acceptance mailed or otherwise furnished to the successful bidder shall result in a binding contract without further action by either party.
16. When any bid is accepted for the construction or doing of any public works, a written contract shall be executed by and between the City of Alexandria and the Contractor. No contract shall be binding upon the City until it has been executed by the City and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised for public bid, said decision to be in the sole judgment of the City of Alexandria. This action may result in the loss of bidding privileges for a period of one (1) year.
17. The City of Alexandria shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.
18. The City of Alexandria is exempt from all sales taxes. A sales tax exempt form shall be furnished by the City of Alexandria Purchasing Department, if requested.
19. Bidder(s) awarded item(s) by the City of Alexandria shall be responsible for supplying all products at the awarded price(s). Failure may result in the City's cancellation of the remaining items awarded.
20. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the City of Alexandria and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:
 - (a) By mutual agreement and consent of each party upon thirty (30) days written notice to the other party;
 - (b) By the Mayor, on behalf of the City of Alexandria, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or
 - (c) By satisfactory completion of all services and obligations described in the contract.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

General Conditions for Bidders - Please Read Carefully (Continued)

If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the City of Alexandria Purchasing Department by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right to appeal to the City Council within ten (10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the City Council and delivered to the City Clerk, stating that an appeal to the decision of cancellation is desired. The City Council shall thereafter hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the city Council may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its findings.

21. Contractors submitting bids for Public Works construction projects in excess of \$1.00 must show his Contractor's License Number on the front of the bid envelope, except for certain projects for which a Contractor's License Number is not required by the State Contractor's Licensing Board. Failure to comply with this directive shall result in automatic bid rejection, furthermore, any Contractor who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LA R.S. 37:2163, and shall be subject to all provisions for violation and penalties thereof. Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per LA R.S. 38:2212 B.(5)(a)(b)(c) (see Item #22 below).

22. All bids submitted via USPS (registered or certified), overnight courier or hand delivered, shall be signed by hand and in ink by an authorized company representative per LA R.S. 38:2212 B.(5)(a)(b)(c), which states:

(c)(i) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the State of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

(aa) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the Secretary of State, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the Secretary of State.

(bb) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principle, or other documents indicating authority which are acceptable to the public entity.

(cc) The corporation, partnership, or other legal entity has filed in the appropriate records of the Secretary of State in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

General Conditions for Bidders - Please Read Carefully (Continued)

23. In-State preferences shall not apply to procurements involving federal funds.
24. Pursuant to LA R.S. 38:2212 O.(2)(a)(b), any modifications of plans and specifications will be made through an addendum. No addendum shall be issued within seventy-two (72) hours of the bid opening, excluding weekends and legal holidays, without the extension of the bid opening date. An extension of at least seven (7) but no more than thirty (30) working days is required but, re-advertising is not required. The addendum shall be transmitted by any one of the following methods: (1) facsimile transmission; (2) e-mail; (3) by hand; or (4) posted on the City of Alexandria's website (www.cityofalexandria.com) and posted on Central Bidding's website (www.centralauctionhouse.com) if applicable.
25. All Federal Transit Administration (FTA) funded procurements, including operating assistance funding contracts, are to follow the *Master Agreement*, to include all applicable federal clauses.
- a. Any bidder that is found listed on the Federal Government's *System for Award Management* (SAM) website, at www.sam.gov/portal/sam , under the advanced search feature for *Excluded Parties List System* (EPLS), shall automatically be rejected for the award of this bid, by Category and/or in its entirety. This applies to any portion of the bid that is a procurement funded by FTA.
26. Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. Inquiries about the *AFEAT* Program should be directed to the Division of Finance. As a part of its RFP response, each Bidder ***shall*** submit documentation of its bona fide effort to secure subcontractors that meet the City's *AFEAT* goals. Each bidder ***shall*** also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

FEMA Contract Compliance Provisions

Termination for Cause

The Owner shall submit a written notice to the Contractor and Surety which justifies placement of the Contractor in default if:

- (a) The Work is not begun within the time specified in the Notice to Proceed.
- (b) The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion.
- (c) The Contractor performs unsuitable, neglected or rejected work, refuses to remove materials.
- (d) The Work is discontinued.
- (e) The Work is not completed within the Contract Time or time extension.
- (f) Work is not resumed within a reasonable time after receiving a notice to continue.
- (g) The contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
- (h) The Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days.
- (i) The Contractor makes an assignment for the benefit of creditors.
- (j) The Work is not performed in an acceptable manner.
- (k) If the Contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the Contractor is placed into default, the Owner may obtain the necessary labor, materials, and equipment.

Enter into a new Contract in order to complete the Work. All costs incurred by the Owner for completing the Work under the new Contract will be deducted from the payment due the Contractor. If the expense exceeds the sum payable under the Contract, the Contractor and Surety shall be liable to pay the Owner the difference.

Termination for Convenience

Owner may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the Contractor. In such case, Contractor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the Contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the Contractor was wrongfully terminated for cause, such termination shall be automatically converted to a termination for convenience under and payment made as provided under this Section.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

FEMA Contract Compliance Provisions (Continued)

Equal Employment Opportunity

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

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:

1. 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.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

FEMA Contract Compliance Provisions (Continued)

Equal Employment Opportunity (Continued)

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.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

FEMA Contract Compliance Provisions (Continued)

Equal Employment Opportunity (Continued)

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.”

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 work week in which he or she is employed on such work to work in excess of forty hours in such work week 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 there for 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.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

FEMA Contract Compliance Provisions (Continued)

Contract Work Hours and Safety Standards Act (Continued)

3. Withholding for unpaid wages and liquidated damages. The City of Alexandria (“the City”) 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.”
5. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
6. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

FEMA Contract Compliance Provisions (Continued)

Clean Air Act and Federal Water Pollution Control Act

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.*

The contractor agrees to report each violation to The City of Alexandria (“the City”) and understands and agrees that The City of Alexandria (“the City”) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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. “Federal Water Pollution Control Act”

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. § 1251 *et seq.*

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 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).

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

This certification is a material representation of fact relied upon by The City of Alexandria (“the City”). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to The City of Alexandria (“the City”), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.”

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

FEMA Contract Compliance Provisions (Continued)

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 competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive

Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

FEMA Contract Compliance Provisions (Continued)

Prohibition on Contracting for Covered Telecommunications Equipment or Services (Continued)

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

FEMA Contract Compliance Provisions (Continued)

Prohibition on Contracting for Covered Telecommunications Equipment or Services (Continued)

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor 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. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

Access to Records

The Contractor agrees to provide The City of Alexandria (“the City”), 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.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

FEMA Contract Compliance Provisions (Continued)

Access to Records (Continued)

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.

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.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, The City of Alexandria (“the City”) 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.

Changes

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement and/or this Agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or Agreement, and reasonable for the completion of project scope. All changes will be approved in writing by Cooperative prior to occurring or Contractor may not be paid for work performed.

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. The contractor shall include this provision in any subcontracts.

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by 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.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

FEMA Contract Compliance Provisions (Continued)

Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Conflict or Inconsistency

In the event of any conflict or inconsistency between the terms and provisions of this Exhibit and the terms and provisions of the Agreement between Contractor and Owner the terms and provisions of this Exhibit shall control.

Davis Bacon Labor Standards

The Contractor shall abide by laws set forth in the Davis-Bacon Act of 1931 which states that all laborers and mechanics employed by recipients, the recipient's contractors, or subcontractors on this project shall be paid wages at rates no less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 United States Code. Additionally, with respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Number 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and The Copeland Act of Title 40 (40 U.S.C. § 3145). Prevailing Wage Determination Schedules, as determined by the United States Department of Labor, are provided in the Appendix. Prevailing Wage Determination Schedules are subject to modification by the United States Department of Labor. The Contractor is responsible for utilizing the most current Prevailing Wage Determination Schedule. These documents can be downloaded from the following link: <http://www.wdol.gov/dba.aspx#3>. Modifications to Prevailing Wage Determination Schedules shall be effective if received (or posted) no less than 10 days prior to bid opening.

Severability

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

Alexandria Fairness, Equality, Accessibility and Teamwork Program (AFEAT)

Dear Vendor:

Under the City's *AFEAT (Alexandria Fairness, Equality, Accessibility, and Teamwork Program)*, participation by minority and/or disadvantaged business enterprise firms is encouraged. The AFEAT Program should be inquired about through the Division of Finance. The goals for qualifying disadvantaged, minority and female owned business in the use of professional service agreements with prime contractors will help effectuate the goals of increasing: the competitive viability of small business, minority, and women business enterprise by providing contract, technical, educational, and management assistance; business ownership by small business persons, minority persons, and women (including professional service opportunities); and the procurement by the City of professional services, articles, equipment, supplies, and materials from business concerns owned by small business concerns, minority persons, and women.

Prime contractors offering subcontracting should take specific action to ensure that a bona fide effort is made to achieve maximum results towards meeting the established goals. Primes shall document efforts and shall implement steps at least as extensive as the following in a good faith effort to reach or exceed the established goals:

- A. *Establish and maintain a current list of minority and female owned businesses in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- B. *Document and maintain a record of all solicitations of offers for subcontracts from minority or female construction contractor and suppliers in Alexandria, in Rapides Parish, and in the State of Louisiana.*
- C. *Secure listing of minority and women owned businesses from the City of Alexandria Purchasing Department, the Central Louisiana Business Incubator, and the State of Louisiana Department of Minority Affairs.*
- D. *Participate in associations which assist in promoting minority and women owned businesses such as the Central Louisiana Business League, the Central Louisiana Business Incubator, and the Entrepreneurial League System.*
- E. *Designate a responsible official to monitor all activity made in the effort to achieve or exceed the established goals; record contacts made, subcontracts entered into with dollar amounts, and other relevant information.*

For more information on AFEAT and the City of Alexandria's Diversity in Action Initiative, and to explore a local and statewide directory of minority businesses, please visit www.diversityinaction.org . Should you have any questions or comments, please do not hesitate to contact our Finance Department at 318-449-5091 or our Purchasing Department at 318-441-6180.

As a part of its RFP response, each Bidder ***shall*** submit documentation of its bona fide effort to secure subcontractors that meet the City's AFEAT goals. Each bidder ***shall*** also submit proof of engagement of any subcontractor selected because of its solicitations. The Bidder's bona fide efforts and engagement(s) are a consideration in bid review and rating.

Sincerely,

City of Alexandria

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

AFFIDAVIT OF BIDDER

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared:

BIDDER

who, after being duly sworn, did declare and state:

Appearer's company is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

Appearer shall require all subcontractors to submit to appearer a sworn affidavit verifying compliance with La. R.S. 38:2212.10 (C) (1) and (C) (2).

Appearer has the authority and personal knowledge requisite to testify to the matters stated herein.

NAME OF BIDDER

AUTHORIZED SIGNATORY OF BIDDER

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me, Notary Public, in _____ (CITY) , _____ (STATE)

on this _____ day of _____, 201__.

NOTARY PUBLIC (Notary ID/Bar Roll No. _____)

Printed Name: _____

My commission expires _____.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000: “APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

“The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

DISASTER DEBRIS MONITORING SERVICES

INSTRUCTIONS TO OFFERORS

1. DEFINITIONS AND ACRONYMS:

City or City of Alexandria (COA): The City of Alexandria, a municipal corporation of the State of Louisiana.

Contractor/Awardee/Consultant: The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

DMS: Debris Management Site

Proposer/ Offeror: One who submits a proposal in response to this solicitation. The terms “Offeror” and “Proposer” are used interchangeable and have the same meaning.

Request for Proposal (RFP): A method of procurement permitting discussions with the responsible offerors (at the discretion of the City) and revisions to proposals prior to award of a contract.

Successful Offeror/Awardee: The qualified, responsible and responsive Offeror to whom the COA makes an award on the basis of the City’s evaluation as hereinafter provided.

Task Order/Purchase Order: Form(s) used to initiate contract service. The terms “Task Order” and “Purchase Order” are used interchangeable and have the same meaning.

2. OMISSIONS OF DETAILS/VARIENCES AND EXCEPTIONS:

The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. Omissions of any essential details from the specifications will not relieve the Contractor of supplying such services or product(s) as specified.

3. COSTS AND COMPENSATION:

Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars.

All costs and compensations shall remain firm and fixed for an acceptance period of 60 calendar days after the day of the RFP opening, and for the duration of the resulting contract.

The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all cost of transportation or delivery as applicable within the scope of this solicitation.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

DISASTER DEBRIS MONITORING SERVICES

INSTRUCTIONS TO OFFERORS

4. SUBMISSION OF PROPOSALS:

Offerors shall submit two (2) signed copies of the proposal in a sealed envelope clearly marked “Emergency Debris Removal Monitoring Services Proposal” and two (2) copies of the cost proposal in a separate envelope marked “Emergency Debris Removal Monitoring Services Cost Proposal”. Proposals shall be typed or legibly printed in ink. The proposal envelope shall contain a signed cover letter including the company’s name, address and primary contact with phone numbers.

All proposals shall be signed in accordance with the General Conditions of this solicitation and hand carried or mailed to the address on the front page before the due date.

5. REJECTION OF PROPOSALS:

To the extent permitted by applicable state and Federal laws and regulations, the COA reserves the right to reject any and all Proposals, to waive any and all informalities allowed by State of Louisiana statutes, not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not requested, conditions or unauthorized alterations or irregularities of any kind.

6. QUALIFICATIONS OF OFFEROR:

As a part of the evaluation process, the COA may conduct a background investigation including a criminal record check of the Offeror’s officers and/or employees, by the Rapides Parish Sheriff’s Office. The Offeror’s submission of a proposal constitutes acknowledgement of and consent to such an investigation. The COA will be the sole judge of said determination.

The COA reserves the right to make a pre-award inspection of the Offeror’s facilities and equipment prior to award of a contract.

The COA may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. The Contractor shall be responsible to the COA for the acts and omissions of all employees working under its direction.

7. INDEPENDENT CONTRACTOR:

An awarded contract resulting from this RFP does not create an employee/employer relationship between the Parties. The Contractor agrees that it is a separate and independent enterprise from the City.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

DISASTER DEBRIS MONITORING SERVICES

INSTRUCTIONS TO OFFERORS

8. INSPECTION:

The COA shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the Contractor.

9. PERMITS, FEES AND NOTICES:

Awardee shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of these charges shall be included in the Price Proposal except where expressly noted in the specifications.

10. INTRODUCTION

The City desires to obtain a qualified firm to establish a standby contract for Emergency Debris Removal Monitoring Services. The contract monitors are necessary to ensure applicable Federal, State and Local laws, regulations and guidelines and debris removal contracts are met by monitoring the debris removal from public access roads, right of way, City maintained canals and waterways, and City owned/maintained public property; monitoring debris management sites; and field monitors to assure debris management plan and contract are effectively and efficiently implemented. The monitoring contractor shall in no way cause delay in the performance by the debris removal contractor.

11. PERFORMANCE SCHEDULE

After evaluation and possibly negotiations have been conducted with each Offeror so selected, the City shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract(s) to those Offeror(s). The Notice of Award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as accepted. The contract will be activated with a Notice to Proceed that includes a not to exceed amount and a time limit.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

SCOPE OF SERVICES

1. GENERAL ADMINISTRATIVE & REPORTING SERVICES

A. The Contractor shall provide the following services in accordance with the most current FEMA regulations, including Federal, State and Local laws;

1. Prepare and submit to the COA a Debris Monitoring and Reporting Plan within 72 hours of receipt of a Task Order. The plan shall set forth how the debris management and reporting efforts will be conducted to properly account for all components of the contracted debris removal and disposal services.

2. Develop and include as a component of the Debris Monitoring and Reporting Plan any and all necessary forms, documents, reports, maps, logs, tickets, etc. necessary to ensure the successful performance of the contracted debris removal and disposal services.

3. Appoint a qualified and experienced Project Manager within 24 hours of receipt of a Task Order for overall coordination and communication with the City. The Project Manager shall remain on the job and available to the City at all times during the operational phases of the contracted debris removal and disposal work effort.

4. Track and coordinate responses to problems identified in the field, citizen complaints as a result of debris removal. Contractor shall maintain a detailed database of customer complaints and resolutions.

5. Provide training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris removal and disposal contractor(s), CITY, state and Federal agencies. Date, time and location will be provided after award.

6. Compile records and assist the City with the preparation of required forms for reimbursement.

7. Establish a Quality Control Program to review all load tickets for completeness, accuracy and eligibility. If necessary the monitoring contractor and the City will review certain load tickets to determine eligibility and validity. Additional examples of collection monitoring quality control tasks include, but are not limited to, the following:

- (A) Verifying that all debris picked up is a direct result of the disaster.
- (B) Accurately recording the locations where debris was collected.
- (C) Verifying that the debris collection contractor(s) are working in their assigned collection areas and roads.
- (D) Stopping work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Contractor shall immediately notify the City's Project Manager to review the matter and provide final resolution.
- (E) Properly and promptly reporting for immediate resolution any insufficient collection service and ineligible material attempting to be collected by the contractor.
- (F) Inspecting work in progress to monitor that removal efforts include debris of the proper type in the proper areas.
- (G) Assuring compliance with City contracts by all debris removal contractor(s) and debris removal subcontractors.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

- (H) Maintaining and cataloging/indexing any photo documentation of recovery work on a daily basis.
- (I) Identifying eligible stumps, hangers and leaners. Coordinating with the City and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc.) are completed for reimbursement purposes as may be required by FEMA. *This service will be required only in the event the City utilizes Force Account personnel for debris removal.*
- (J) Making reasonable efforts to ensure that its employees and its sub-consultant(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
- (K) Coordinating with the City to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. Awardee shall maintain a detailed database of customer complaints and resolutions.
- (L) Meeting all FEMA Public Assistance Program related requirements.

8. Be responsible for maintaining the following documentation for debris monitoring reimbursement purposes: Personnel assignments, duties, and responsibilities, Timesheets, Debris Monitoring Reports, Debris total (CY and tonnage), Debris Monitoring Site reports, Exception report, Truck/Trailer Certification reports, Debris progress reports, Safety reports, etc.

9. Coordinate daily briefings with key operational staff, City staff and debris management contractor(s) to review, formulate, and update debris removal operations and strategies as well as to schedule, manage, and conduct periodic meetings with field staff and contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management contractor(s) and the debris management operation.

10. Provide a daily report of the debris removal contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris was collected, and other key operational statistics to the City's Project Manager or designee.

11. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors with the debris removal contractor(s) and the City's Debris Monitor or his Authorized Representative.

12. Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.

13. Make all reasonable efforts to ensure the field collection monitors are accurately recording the locations where debris is collected. Maps shall be posted in a central location at the City and updated as necessary each business day illustrating the progress from the previous day's work. Provide quality control training to all field collection and site monitors to ensure accuracy and completion of all load tickets.

14. Coordinating with the debris removal contractor(s) set up daily schedules for monitors each day and cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hanging limbs, leaning trees, debris types, and other potential problems.

15. Prepare daily and periodic tracking reports to support debris removal, DMS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and contractor invoices.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

16. Provide regular status updates to the City's Project Manager for public information use.

17. Provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris contractor(s). A weekly log of such complaints and their resolution shall be provided to the City's Project Manager.

18. Provide the City's Project Manager and the debris removal contractor(s) with weekly Disaster Debris Status Reports. Each weekly report shall contain the following:

- A. Overview of daily activities including status of damage complaints
- B. Cumulative debris tally by debris site
- C. Cumulative debris tally by day
- D. Summary of monthly debris removal efforts, if applicable
- E. Summary of reduced debris removal efforts
- F. Stump volume by site
- G. Debris site status
- H. Labor force report, if applicable
- I. Debris site processing equipment summary

19. Be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including any scanned paper load ticket images and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA and FHWA), state and local reimbursements, and subsequent audits.

20. Create a database to include all information on debris removal and disposal including but not limited to:

- A. Complete load ticket information,
- B. Vehicle certification information,
- C. Stump removal information,
- D. Hanger removal data,
- E. Leaner removal information.

Any electronic reporting from this database must be provided in a format acceptable to the CITY, based on commonly available software. The database created by the monitoring contractor shall be given to the City with user documentation at the conclusion of the event. The monitoring contractor shall assure the City can navigate, perform searches and produce reports from the final database.

21. Review, validate and reconcile debris removal contractor(s) invoices prior to submission to the City for processing. The Contractor shall conduct a meeting at the beginning of the debris removal operation to fully explain the process to the City, debris contractor(s) and FEMA representatives. The invoices from the debris removal contractor(s) shall be reviewed by the Contractor to be accepted or rejected in a timely manner. The Monitoring Contractor shall issue in writing to the City and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Contractor shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. Only invoices that are accurate and complete will be forwarded to the City's Project Manager for payment.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

22. Assist the City in reviewing and processing requests for payment by the debris removal and disposal contractor(s) as well as in preparing final reports necessary for reimbursement by FEMA, FHWA and other applicable agencies by City staff and designated debris removal and disposal contractor(s).

23. Assist in ensuring that processing of Federal funding is done as quickly as possible, by verifying the following information is accurate and promptly provided for each Task Order:

- A. Review of debris contractor invoices
- B. Monitoring information
- C. Project Status Reports
- D. Completed Load tickets
- E. Contractor payroll
- F. Review of debris contractor equipment hours of operation
- G. Vehicle certifications
- H. Start and end dates of the first debris removal pass and all subsequent passes

24. Provide professional oversight to monitor compliance with environmental and transportation regulations, FEMA reporting requirements, and any other federal, state, or local regulation that pertains to debris recovery operations. The Contractor shall stay current with FEMA and FHWA policies and procedures and notify the CITY's Project Manager immediately as changes occur.

25. Be capable of providing a 1-800 service to respond and report on resident inquiries during the performance of debris removal and disposal activities.

2. COLLECTION MONITORING;

A. The Contractor shall provide the following collection monitoring services;

1. Monitor the debris removal contractor(s), DMS(s) for compliance with their contract with the COA as well as to ensure that workers are performing eligible work in accordance with FEMA Public Assistance guidelines and applicable Federal, State and Local Regulations

2. Provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed.

3. Provide a field quality control team. This team will monitor the debris contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the CITY through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which may include cameras, computers, communication devices, GPS handhelds, and other equipment as deemed necessary and/or appropriate to perform the contract requirements.

4. To the best of his or her knowledge to estimate load volumes, initiate load tickets for Force Account labor at the collection location for eligible loads only. The field collection and Debris Management Site (DMS) monitors will make all reasonable efforts to assure the load tickets are completed accurately for eligible loads of disaster debris and that the load ticket is valid.

6. Conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES**

7. Conduct debris surveys and perform debris estimation by debris types as required to satisfy FEMA Public Assistance Requirements. Ensure hazardous waste is not mixed with debris loads or ineligible debris.

3. DEBRIS MANAGEMENT SITE (DMS) MONITORING

A. The Contractor shall provide the following services related to the debris management site;

1. Be capable of conducting pre- and post-use environmental monitoring of the DMS locations to detect environmental contamination of the DMS, either present before use or after closeout of DMS operations, if requested by the CITY.
2. Ensure that DMS and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).
3. Provide DMS monitors to observe debris unloading operations at the CITY's designated DMS(s). A minimum of two DMS monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the DMS to assure efficient traffic flow and proper handling of load tickets.
4. Observe vehicles entering and exiting the DMS, and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.) DMS monitors are expected to provide volume determination consistent with FEMA.
5. Conduct field quality inspections to check and verify information on debris removal and at DMS located throughout the CITY.
6. Conduct other DMS monitoring tasks such as:
 - (a) Coordinating with local, state and federal agencies as needed for DMS on issues such as notification, obtaining permits, determining reimbursement, etc.
 - (b) Providing preliminary assessment and documentation of DMS and assist in return of site to original conditions.
 - (c) Providing personnel to observe the operation of DMS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
 - (d) Measure all CITY collection equipment and properly complete a truck certification form.
 - (e) Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, assuring that all vehicles have left DMS and locking down facilities.

**CITY OF ALEXANDRIA REQUEST FOR PROPOSAL FOR:
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4. DEBRIS VEHICLE CERTIFICATION

A. The Monitoring Contractor shall provide the following services for Contractor furnished vehicles;

1. Complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Contractor on behalf of the CITY and provided to the CITY upon request or project completion. Additional copies shall be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS to assure that no vehicle modifications have been made and to confirm data accuracy.

2. Measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Monitoring Contractor shall complete a Vehicle Certification Form for each vehicle.

(a) The Vehicle Certification Form will have the following information:

- (1) Vehicle make, model
- (2) Length
- (3) Width
- (4) Height
- (5) Volume in cubic yards
- (6) Tag number of vehicle
- (7) VIN number of vehicle
- (8) Vehicle type
- (9) Driver of vehicle name (printed) and signature
- (10) Sub-Contractor representative name (printed) and signature
- (11) Certification monitors name (printed) and signature certifying vehicle
- (12) Date
- (13) Vehicle certification number

5. FIRM QUALIFICATION AND PROPOSAL REQUIREMENTS.

All submitted Proposals shall contain a statement of qualifications which should, at a minimum, include the following:

A. A list of all qualified personnel, including all sub-contractors, required to perform the monitoring services listed herein. As the number of team members will be evaluated, this list should include the resumes and qualifications of each listed personnel including all sub-contracting monitors that would be assigned to this project.

B. A statement of the firm's and sub-contractor(s) experience in the area of debris management, monitoring and reporting per FEMA and FHWA requirements. This statement should, at a minimum, list and describe debris management, monitoring and reporting services provided in the past including company name, point of contract and a phone number.

C. A detailed description of the Debris Monitoring Contractor's project approach including elements to be performed by the Monitoring Contractor and elements expected to be performed by COA staff.

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D. A fee schedule that accounts for all project costs provided in hourly rate format for personnel.

E. Contract Review by FEMA. The contract between the selected firm and the COA may be submitted for review to FEMA. The COA desires that the costs it incurs for services provided by the selected firm be eligible for FEMA reimbursement. While the CITY understands that the selected firm cannot guarantee that the services it provides will be eligible for FEMA reimbursement, the COA nevertheless desires that the selected firm utilize its professional judgment and expertise in an effort to limit its services to those which are eligible for FEMA reimbursement. Describe in detail how your firm will comply with this requirement. The selected firm will be required to notify the COA if at any time any services provided by the selected firm under the terms of the contract are not, or are not expected to be eligible for reimbursement by FEMA, in the selected firm's professional opinion. Include a statement as to whether your firm has the level of expertise to fulfill this requirement, as well as a detailed explanation of the procedures your firm will implement to fulfill this requirement.

F. COA Expenditures. The COA desires to enter into a contract for Emergency Debris Removal Monitoring Services with a firm possessing a high level of expertise and professional skill in the areas described in this RFP. As such, the COA desires that the selected firm be contractually required to guarantee that all documents generated pursuant to the contract shall be in compliance with FEMA regulations and will be in a form so as to ensure eligibility of FEMA reimbursement regardless of whether or not FEMA actually reimburses. By submission of a proposal for this RFP, you are certifying your firm can meet this requirement.

To be selected, a firm must be experienced and qualified to provide constant observation of crews to ensure that workers are performing eligible work in accordance with FEMA Public Assistance #327 and all applicable Federal, state and local regulations. In addition, the firm must have expertise related to the many procedures and requirements of the FEMA reimbursement process, and particular expertise in the area of FEMA Public Assistance #327.

6. QUALIFICATIONS STATEMENT/PROPOSAL EVALUATION PROCESS.

TECHNICAL CRITERIA

1. Qualifications of the offeror:
 - a. A minimum of 5 years of experience in disaster response, including management and recovery.
 - b. Experience with FEMA reimbursement programs and funding issues.
 - c. Proof of satisfactory or better performance on contracts of similar scope and size. To be substantiated by reference letters.
 - d. In house client training capabilities.

2. Qualifications of Staff:
 - a. Assurance of dedicated project team.
 - b. Experience of key team members. Identify senior and project management.
 - c. Describe local and minority subcontracting plan.
 - d. Provide brief resumes which indicate the education and experience of prospective management personnel.

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3. Technical Qualifications and Capabilities:

- a. Experience of Offeror in previous similar projects.
- b. Technical approach of the Offeror to mobilize and perform the many aspects of the work.
- c. Ability to respond in a timely manner with necessary resources.
- d. Experience of Offeror in using technology to document debris volumes, equipment, staffing, resources in order to provide real time reporting and mapping of progress, costs and resources utilized.

4. Cost/Price Proposal

Cost/Price Proposal will be evaluated for reasonableness. The costs for the documentation of the response, recovery process, cost associated with the performance of the contract including travel and out-of-pocket expenses shall be included within the items on the Price Proposal Page.

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SELECTION/SCORING CRITERIA

Proposals will be evaluated according to the following criteria:

Step I: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

Step II: Proposals that satisfactorily complete Step I will be reviewed /analyzed to determine if the proposal adequately meets the needs of the City. Factors to be considered are listed below.

The successful Offeror(s) will be selected based upon the best response offered to the COA. Offerors may be requested to give an oral presentation after submission of responses should the COA find it necessary, in order to determine which is the best qualified firm.

CRITERIA

MAXIMUM POINTS

Firm Qualifications and Experience

0-25pts.

- A. Number of years performing Governmental disaster debris monitoring
- B. Number of similar projects successfully completed
- C. Understanding of FEMA policies, knowledge and experience coordinating with Federal, State and Local emergency agencies
- D. Experience with special disaster recovery program management services and history of financial stability

Staff Qualifications

0-25 pts.

- A. Assurance of dedicated project team
- B. Knowledge and experience of key team members with Federal, State and Local emergency agencies
- C. Knowledge and experience with solid and hazardous waste management programs, policies and procedures
- D. Local and minority sub-contracting plan and training component

Technical Qualifications & Capabilities

0-20 pts.

- A. Start-Up procedures
- B. Estimate methodology
- C. Daily management and invoice reconciliation
- D. Ability to respond with monitoring personnel within 72 hours of notification

Cost of Proposal

0-30 pts.

- A. Proposal shall be based on hourly rates for all propositions
- B. Pricing shall be reasonable and present the best overall value to the COA

A selection committee made up by qualified City staff will review and evaluate all proposals. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work. The City reserves the right to accept or reject all proposals, to award without negotiations and to accept the best overall proposal to meet the

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SELECTION/SCORING CRITERIA

City's needs. Cost of Proposal is considered more important than all other criteria. Firm Qualifications and Experience and Staff Qualifications are considered equal to each other, but more important than Technical Qualifications & Capabilities. Technical Qualifications & Capabilities and Automated Management and Reporting Systems are considered equal.

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PROPOSAL FORM – Base Year 2024-2025

	Position	Hours*	Rate	Extended Fee
1	Project Manager	100	\$ _____ Per Hour	\$ _____
2	Billing/Invoice/Data Manager	150	\$ _____ Per Hour	\$ _____
3	Operations Manager	100	\$ _____ Per Hour	\$ _____
4	Scheduling/Routing Manager	100	\$ _____ Per Hour	\$ _____
5	Field Supervisor	150	\$ _____ Per Hour	\$ _____
6	Loading Site Monitor	300	\$ _____ Per Hour	\$ _____
7	Tower/Site Monitor	300	\$ _____ Per Hour	\$ _____
8	GIS Operator	50	\$ _____ Per Hour	\$ _____
9	Data Entry Clerk	300	\$ _____ Per Hour	\$ _____
10	Administrative/Clerical	100	\$ _____ Per Hour	\$ _____

*** Hours are estimates only and are not guaranteed.**

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PROPOSAL FORM – First Renewal Option Year 2025-2026

	Position	Hours*	Rate	Extended Fee
1	Project Manager	100	\$ _____ Per Hour	\$ _____
2	Billing/Invoice/Data Manager	150	\$ _____ Per Hour	\$ _____
3	Operations Manager	100	\$ _____ Per Hour	\$ _____
4	Scheduling/Routing Manager	100	\$ _____ Per Hour	\$ _____
5	Field Supervisor	150	\$ _____ Per Hour	\$ _____
6	Loading Site Monitor	300	\$ _____ Per Hour	\$ _____
7	Tower/Site Monitor	300	\$ _____ Per Hour	\$ _____
8	GIS Operator	50	\$ _____ Per Hour	\$ _____
9	Data Entry Clerk	300	\$ _____ Per Hour	\$ _____
10	Administrative/Clerical	100	\$ _____ Per Hour	\$ _____

*** Hours are estimates only and are not guaranteed.**

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PROPOSAL FORM – Second Renewal Option Year 2026-2027

	Position	Hours*	Rate	Extended Fee
1	Project Manager	100	\$_____ Per Hour	\$_____
2	Billing/Invoice/Data Manager	150	\$_____ Per Hour	\$_____
3	Operations Manager	100	\$_____ Per Hour	\$_____
4	Scheduling/Routing Manager	100	\$_____ Per Hour	\$_____
5	Field Supervisor	150	\$_____ Per Hour	\$_____
6	Loading Site Monitor	300	\$_____ Per Hour	\$_____
7	Tower/Site Monitor	300	\$_____ Per Hour	\$_____
8	GIS Operator	50	\$_____ Per Hour	\$_____
9	Data Entry Clerk	300	\$_____ Per Hour	\$_____
10	Administrative/Clerical	100	\$_____ Per Hour	\$_____

*** Hours are estimates only and are not guaranteed.**

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Bidder Information:

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone #: (_____) _____ Fax #: (_____) _____

Email: _____

Authorized Printed Name and Title: _____

Authorized Signature: _____

(Per LA R.S. 38:2212 B. (5)(a)(b)(c) - See General Conditions Item #22, Page 4 of these bid specifications).