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## RESPONDENT INSTRUCTIONS

### INTRODUCTION

The Kinder Drainage District #2 (“Kinder”) located in the Allen Parish, Louisiana is issuing a Request for Proposals (RFP) to establish proposals from qualified contractors with experience in disaster debris removal and disposal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. This RFP is for Debris Clearance, Debris Removal (including tree, limb, stump and water-based removal) and Debris Management Sites (DMS). All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment.

This RFP includes a description of the scope of work, proposal instructions, and shall serve as the basis for the selection of one or more firms for the work which shall be done on behalf of Kinder Drainage. *Subcontractors may only be teamed with one prime contractor as multiple contracts may be awarded for the work.* It is anticipated that the Contractor(s) selected shall enter into an agreement for services with Kinder Drainage District #2 for a five (5) year contract term.

Work as a result of this contract may be reimbursed by the Federal Emergency Management Agency (FEMA) or other agencies as part of a federal declaration or other declared emergency. It is imperative that Respondents examine and become familiar with the Public Assistance (PA) Program established by the Federal Emergency Management Agency (FEMA) and the Emergency Watershed Protection (EWP) Program through the Natural Resources Conservation Services (NRCS). Funding for the project may be made possible through grants and is contingent on strict conformance to the guidelines set forth by State of Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) and FEMA, NRCS or other funding sources. Respondents will comply with the Federal Regulations Contract Requirements shown at Exhibit 4

### QUALIFICATIONS

Firms shall have previous disaster debris removal and disposal experience and be familiar with disaster debris removal eligibility criteria outlined by FEMA and GOHSEP, and other applicable local, state, and federal grants and regulations.

### PROPOSAL DEADLINE/DELIVERY

**SEALED PROPOSALS** for RFP 2022-07 Disaster Debris Removal and Disposal Services will be received by Town Hall Secretary at 333 N. 8<sup>th</sup> Street Kinder, LA 70648 up until 4:00 PM (CST) on July 27, 2022.

**Proposers should submit one (1) original clearly labeled “Original”, three (3) copies clearly labeled “Copy” and one (1) electronic version of the package.** The electronic version should be in pdf format on a CD or USB drive. Electronic versions submitted via e-mail will **not** be accepted. *If the submittal contains confidential*

*information, such information shall be in a separate pdf document.* Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to Kinder Drainage District #2 for a period of ninety (90) days after the opening.

Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Special Accommodation: Any person requiring a special accommodation at a Pre-Submittal Conference or Submittal opening because of a disability should call Kurt Unkel at (337) 207-0966 least five (5) workdays prior to the Submittal opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

### **SOLICITATION DOCUMENTS**

Solicitation documents and other materials may be obtained from by contacting Kurt Unkel by email at Kurtu12@yahoo.com.

### **QUESTIONS**

Proposers shall submit all questions, in writing, to Kurt Unkel at kurtu12@yahoo.com. All questions shall be emailed to the address previously listed and submitted no later than 4:00 (CST) on July 22, 2022.

Kurt Unkel will be the only point of contact for this RFP. Under no circumstances may a Respondent contact any other employee or representative of Kinder Drainage District #2 concerning this RFP until after award. Any such contact may result in disqualification.

All questions received before the deadline will be addressed via an addendum and posted before the RFP due date. It is the sole responsibility of the Respondent to ensure that any Addendums are acknowledged and complied with. The receipt of all addenda must be acknowledged on the addenda response sheet.

### **PROPOSAL FORM**

To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent.

### **WITHDRAWAL OF PROPOSALS**

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 180 days after the date for opening and all Proposals shall be subject to acceptance by Kinder Drainage District #2 during this period.

### **BASIS OF AWARD**

A contract(s) will be awarded to the responsive, responsible Respondent(s) who rank highest in the evaluation process based on the criteria specified in the Request for Proposals Respondent Instructions.

### **RIGHT TO REJECT**

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Proposal.

### **EXECUTION OF AGREEMENT**

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to Town Hall Secretary at 333 N. 8<sup>th</sup> Street Kinder, LA 70648, all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Kinder Drainage District #2 before the successful Firm may proceed with the work.

Neither the Notice of Award nor the execution of the required contract documents by the Contractor create any rights in the Respondent. The Respondent has no rights with respect to the award of the contract until a fully executed contract is signed by all required parties and all insurance policies and other required deliverables are provided and approved by Kinder Drainage District #2.

### **PROPOSAL BOND**

Failure to furnish security in the proper form and amount, by the time set for receipt of proposals, shall be cause for rejection of the proposal.

The respondent shall furnish security in the form of a proposal bond. The security will be returned:

- (a) To unsuccessful respondents after award or as soon as practicable after the opening of proposals; and
- (b) To the successful respondent upon full and proper execution of contract documents by both parties and receipt by Kinder Drainage District #2 of all required bonds and all required insurance related documents, as required by the proposal as accepted.

The amount of the security shall be not less than \$50,000.

If the successful respondent, upon acceptance of its proposal by Kinder Drainage District #2 within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within ten (10) days after receipt of the forms by the respondent, Kinder Drainage District #2 may terminate the contract for default.

In the event the contract is terminated for default, the respondent is liable for any cost of acquiring the work that exceeds the amount of its proposal, and the proposal bond is available to offset the difference.

Such security shall be in a form and issued by a surety, financial institution, or other entity acceptable to Kinder Drainage District #2.

### **PERFORMANCE SECURITY (CONTRACT BOND)**

Contractor agrees to furnish to Kinder Drainage District #2 a performance/contract surety bond in the amount equal to one hundred percent (100%) each for the estimated value of the assigned disaster related work within seventy-two (72) hours after written notice of the disaster.

Such performance security shall be in a form and issued by a surety, financial institution, or other entity acceptable to Kinder Drainage District #2.

Kinder Drainage District #2 may require the posting of additional performance security as a result of any increase in the performance of the disaster event. The Contractor shall obtain and deliver such additional security to Kinder Drainage District #2 within seventy-two (72) hours after receipt of the written request therefore.

### **LICENSES**

Contractor shall be properly licensed to perform work specified in this Request for Proposals. All Respondents are requested to submit any required license(s) with their proposal. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period.

### **REPRESENTATIONS**

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of Kinder Drainage District #2 or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

### **CONTRACT PRICE**

Contract price shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

## **PROTEST**

A notice of protest must be submitted in writing to Kurt Unkel at kurtu12@yahoo.com. If a party intends to initiate such an action, it must electronically notify Kurt Unkel no later than two business days after notice of the awarding authority's decision.

## **SUBCONTRACTORS**

The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the Respondent's Response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by Kinder Drainage District #2.

Kinder Drainage District #2 reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

*Subcontractors may only be teamed with one prime contractor as multiple contracts may be awarded for the work.*

## **PROPOSAL REQUIREMENTS**

Each Firm's proposal shall include sufficient information to enable Kinder Drainage District #2 to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Proposals are to be on 8 ½" x 11" paper or if larger documents are required, they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal.

Emphasis in each Submittal must be on completeness and clarity of content.

In order to expedite the evaluation of Submittals, it is essential that Respondents follow the format and instructions contained in the RFP.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms:

Please number and title tabs for each section as indicated.

### **1. Table of Contents (Tab 1)**

- a. Clearly identify all sections referenced below.
- b. Sections should be separately tabbed for ease of reference.

**2. General Information (Tab 2)**

- a. Firm information
  - i. Name, address, phone, fax, email, Federal ID#, and website (if applicable)
  - ii. Date the firm was established under the name given.
  - iii. Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
  - iv. Incorporation by the Secretary of State and any licenses required to perform work.
  - v. Brief history of the firm.
  - vi. Indicate if the firm is a certified minority business enterprise
- b. Litigation, disputes, default, & liens  
Describe and explain any disputes, litigations and defaults, the results and settlements of any prior litigation, arbitration, mediation or other claims for a period of five years prior to submission of the proposal.

**3. Approach and Understanding of the Project (Tab 3) – 30 points**

This should be a narrative description and any applicable illustrations to show that the firm understands all elements of the RFP. Describe your proposed approach to carrying out the work outlined in the scope of services.

- a. The proposal should outline the ability to provide disaster debris removal and disposal services with the current FEMA guidelines and regulations as they relate to disaster-generated debris.

**b. Management Plan**

Provide a management plan for each scenario listed below describing what actions will be taken for a disaster generating debris in the amount shown. The plan should include items such as; minimum size, type and numbers of hauling equipment, management and supervision staff, and timeframe and priority of the removal of debris:

<b>DEBRIS TYPE</b>	<b>SCENARIO 1</b>	<b>SCENARIO 2</b>
<b>(All units in cubic yards)</b>	<b>VOLUME</b>	<b>VOLUME</b>
<b>Vegetative</b>	4,000	40,000
<b>Construction and Demolition</b>	1,000	10,000
<b>Hazardous Waste</b>	300	3,000
<b>White Goods</b>	50	500
<b>Vegetative Waterway Debris</b>	1,000	3,000
<b>TOTAL:</b>	<b>6,350</b>	<b>56,500</b>

- c. Provide a listing of all equipment owned by the firm that may be utilized for the scope of services. Ensure to include and specialized equipment that may be suitable for performing the work in a manner suitable and acceptable by Kinder Drainage District #2 and in compliance with all federal, state and local regulations.

**4. Personnel (Tab 4) – 20 points**

- a. Provide an organizational chart and resumes for all key personnel and their office addresses. This will include management and technical staff.
  - i. Give brief resume of personnel to be assigned to the project including, but not limited to the following information:
    - (1) Name and title
    - (2) Job assignment for other projects
    - (3) Percentage of time to be assigned full time to this project
    - (4) How many years with this firm
    - (5) How many years with other firms
    - (6) Experience
      - (a) Types of projects
      - (b) Size of projects
      - (c) What were the specific project involvements?
    - (7) Education
    - (8) Active registration(s) and certification(s)
      - (a) Provide all required licenses and certificates.
    - (9) Other experience and qualifications that are relevant to this project.
- b. Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, and accountability.

## 5. Sub-Contractors

Subcontractor(s) shall only be listed with one firm as multiple contracts may be awarded for work.

- a. List of sub-contractors and consultants, if any
  - i. Name any sub-contractors and/or consultants which are included as part of the proposed team
  - ii. Describe the proposed role of any persons outside your firm and their related experience
  - iii. List projects on which your firm has worked with the person/firm in the past
  - iv. Provide what percentage of work described herein will be subcontracted
  - v. Provide all required licenses and certificates
  - vi. Indicate if the firm is a certified minority business enterprise

## 6. Project History (Tab 5) – 30 points

Consideration will be given to the successful completion of previous projects. References should be available for each project listed to be contacted during normal working hours. Kinder Drainage District #2 will choose, at its own discretion, references to contact in order to complete the evaluation questionnaire in Attachment 1.

- a. List projects which best illustrate the experience of your firm and current staff which is being assigned to this project. List projects which were completed no more than 10 years ago
  - i. Name, location, and date
  - ii. Current contact, including telephone number
  - iii. Event and duration of operations
  - iv. Names of your project management staff



- v. Provide a brief description for each project
- vi. Provide specific information relative to work accomplished (cost, volume, completed on time and within budget, etc.).

**7. Pricing (Tab 7) – 20 points**

Total pricing is for evaluation purposes only. Respondents’ unit pricing will be utilized to calculate total project cost based upon the estimated volume included in the pricing sheets. Unit pricing will be utilized in the performance of any work issued through Task Orders and Notices to Proceed.

The Respondent submitting the lowest total estimated project cost will receive the maximum points for the cost element of the evaluation. The other Respondents’ scores will be based on a relative percentage of the dollar amount higher than the lowest price.

The Price points will be determined in accordance with the following formula:

$$\frac{\text{Lowest Price} - A}{\text{Proposer's Price} - B} \times C = D$$

Total Possible Points for Price - C  
Points Earned by Proposer – D

**8. Required Additional Forms (Tab 8)**

- a. Proposal Form
- b. Addendum Acknowledgement
- c. Anti-Collusion Clause
- d. Conflict of Interest
- e. Identical Tie Bids/Drug Free Workplace
- f. Bid Bond
- g. Certification Regarding Debarment, Suspension and Other Responsibility Matters
- h. Certification Regarding Byrd Anti-Lobbying

**ANTICIPATED SCHEDULE**

This schedule may be altered solely at Kinder Drainage District #2’s discretion:

RFP Advertisement	July 13, 2022 through July 27, 2022
	July 21, 2022
Questions Due Date	July 27, 2022 @ 4:00PM
Submittal Deadline	
Evaluations	TBD
Board Meeting for recommended award	

## **EVALUATION PROCESS AND CRITERIA**

Representatives from Kinder Drainage District #2 will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.

Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.

The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFP. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.

The Evaluation Committee shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified firms shall be approved by the Board of Trustees prior to beginning contract negotiations.

Kinder Drainage District #2 intends to negotiate contracts with the top ranked firm(s).

The provisions of the Request for Proposals and the receipt of submittals from respondents shall not create any legal or other obligation between Kinder Drainage District #2 and respondents (except as expressly set out in this RFP).

Kinder Drainage District #2 will make the selections primarily on the basis of the response to this RFP and any further information received from respondents, if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of Kinder Drainage District #2. Kinder Drainage District #2 intends to award this project to the respondents considered by Kinder Drainage District #2 to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of Kinder Drainage District #2.

**ATTACHMENT 1  
REQUIRED FORMS**

**PROPOSAL FORM**  
**RFP 2027-07**

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This proposal of \_\_\_\_\_, ("Firm") organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_ (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Kinder Drainage District #2.

In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

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Submitted By: \_\_\_\_\_  
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: \_\_\_\_\_  
Name of Individual Who Prepared This Bid

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of Firm/Contractor

\_\_\_\_\_  
Date

SEAL: *(If bid is by Corporation)*

**ADDENDUM ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**It is the responsibility of the firm to ensure that they have received addendums if issued.**

**ANTI-COLLUSION CLAUSE**

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all firms, must disclose if any Kinder Drainage District #2 employee(s) or board members of if any of its agencies or elected officials is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (an employee, board member, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **IDENTICAL TIE BIDS/DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by Kinder Drainage District #2 for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

\_\_\_\_\_ This firm complies fully with the above requirements.

\_\_\_\_\_ This firm does not have a drug free work place program at this time.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_





**PROPOSAL BOND**

BY THIS BOND, We, \_\_\_\_\_ as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the Kinder Drainage District #2, Louisiana, in the sum of \$50,000.00 for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that

1. The Principal has submitted to Kinder Drainage District #2 a certain Proposal dated \_\_\_\_\_.

2. If said Proposal shall be rejected, or, if said Proposal shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Proposal, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which Kinder Drainage District #2 may accept such Proposal; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered on \_\_\_\_\_

**CORPORATE PRINCIPAL**

By: \_\_\_\_\_

Attest:

Its: \_\_\_\_\_

Seal:

Acknowledged and subscribed on \_\_\_\_\_, before the undersigned authority by \_\_\_\_\_, as the \_\_\_\_\_ of the Corporation named as Principal and with due authorization of the Corporation.

\_\_\_\_\_  
Notary Public

**SURETY**

By: \_\_\_\_\_

Attest:

Seal:

Countersigned:

By: \_\_\_\_\_  
Attorney-in-Fact, State of Louisiana

## BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company]\_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. 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.

2. 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.

3. 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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, [Company]\_\_\_\_\_ 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## **EXHIBIT 1**

### **SCOPE OF WORK**

#### **SCOPE OF WORK**

Kinder Drainage District #2 is requesting proposals from qualified and experienced contractors to assist Kinder Drainage District #2 with debris removal and recovery operations after a disaster or other emergency situation. Duties shall include project management, coordination of recovery activities necessary to meet FEMA eligible requirements for maximum reimbursement, coordination with FEMA and Kinder Drainage District #2 staff, provide equipment and personnel in sufficient quantity to rapidly remove and dispose all storm related debris, coordination with monitors, data management, provide quantity and progress reports to Kinder Drainage District #2 Staff, or any other tasks as directed the Kinder Drainage District #2 or its designees. Initial response shall be deemed as having a Contractor's representative physically present in Kinder Drainage District #2 within twelve (12) hours after Notice to Proceed is issued. Performance shall be deemed as the commencement of work as defined by Work Order within twenty-four (24) hours of issuance of Notice to Proceed. Should the recovery work not be underway within seventy-two (72) hours of Notice to Proceed, the liquidated damages clause may be imposed.

All payments under the contract resulting from the Request for Proposal shall be made only for services requested and approved by Kinder Drainage District #2. There shall be no retainer paid in order to keep the contract in effect.

Kinder Drainage District #2 seeks a company to provide the designated services including operations and management, logistical support, construction and technical assistance after any disaster situation including, but not limited to: hurricane, tornado, flooding, fire, etc.

Kinder Drainage District #2 will contract for the provision of personnel, equipment, plans, procedures and other materials and capabilities necessary for post disaster situations on an as-needed basis as directed by Kinder Drainage District #2 by specific work orders to the Contractor. The Contractor must have available a wide variety of emergency preparedness, response, recovery and mitigation resources.

The Contractor shall be responsible for travel, per diem, housing and meals for all its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its work responsibilities for this project.

Activities under this contract may include, but are not limited to, furnishing all labor, materials and equipment to accomplish the following types of tasks:

- Clearing and/or removing debris from Kinder Drainage District #2 facilities, properties, waterways and canals as required to secure public health and safety;

- Management and operation of Kinder Drainage District #2 designated storage and debris reduction sites to accept, process, reduce and dispose (where applicable) of event related debris;
- As directed, demolition and removal of damaged structures and buildings as a result of the event;
- Tree, stump and limb removal, hauling and disposal including stump grinding;
- Providing permits and services necessary for the containment, clean up, removal, transport, storage, testing, waste debris reduction, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the events;
- Removal of sand and earthen materials, in areas identified and approved by Kinder Drainage District #2;
- Removal of eligible Abandoned Vehicles and/or Vessels in areas identified and approved by Kinder Drainage District #2;
- Removal of eligible wet debris, such as canals and waterways, in areas identified and approved by Kinder Drainage District #2;
- Working closely with GOHSEP, FEMA, and other agencies to ensure that debris collection, debris disposition and all supporting data meet each agency's requirements for reimbursement eligibility;
- Providing OSHA compliant lift equipment for monitoring activities;
- Field inspection reports and other data sufficient to provide substantiation for FEMA and State reimbursement.
- Damage assessment to include plan development, procedure development, staff training and augmentation;
- Assist in developing debris plan;
- Provide technical support and assistance in developing and dispersing public information.

No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by Kinder Drainage District #2.

The Successful Proposer will appoint one of their employees as the key contact for approval by Kinder Drainage District #2's Project Manager.

It is Kinder Drainage District #2's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, must include the entire effort required of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to Kinder Drainage District #2's errors or omissions. A provision to this effect shall be included in any negotiated contract.

The Contractor will not be compensated for removal or disposal of any material not defined as eligible debris unless implicitly instructed to do so in writing by an authorized Kinder Drainage District #2 representative. The Contractor and Kinder Drainage District #2, or its authorized representative, will inspect each load to verify the contents are in accordance with Kinder Drainage District #2 accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, no payment will be allowed for that load; and, the Contractor will not invoice Kinder Drainage District #2 for such loads.

For each suitable load removed up, hauled and processed, a record of the cubic yards will be recorded by the Contractor and Kinder Drainage District #2, or its authorized representative, on numbered tickets supplied by the Kinder Drainage District #2 or its Monitoring Contractor. Copies of each load record will be available to the Contractor and Kinder Drainage District #2's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts.

### **MODIFICATION OF WORK**

Kinder Drainage District #2 reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of Kinder Drainage District #2's notification of a contemplated change, the Contractor shall:

- Provide an estimate for the increase or decrease in cost due to the contemplated change;
- Notify Kinder Drainage District #2 of any estimated change in the completion date;
- Advise Kinder Drainage District #2, in writing, if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract.

Upon written instruction by Kinder Drainage District #2, the Contractor shall suspend work on any portion of the work affected by a contemplated change, pending the Kinder Drainage District #2's decision to proceed with the change.

If Kinder Drainage District #2 elects to make the change, Kinder Drainage District #2 shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written Amendment or Change Order has been issued and signed by each of the parties.

### **PAYMENT / COMPLETION OF WORK**

Kinder Drainage District #2 shall pay invoices based on a review of the documentation and the satisfactory standards as set forth by Kinder Drainage District #2 with each Notice to Proceed. The standards may be in-line, or addition, to that of GOHSEP and/or FEMA. At sole discretion of Kinder Drainage District #2, partial payment made be issued based on partial satisfaction of set standards.

### **MINIMUM LEVEL OF SERVICE**

The Contractor shall provide Kinder Drainage District #2 multiple estimated minimum levels of service commitments at the time of a “declared emergency” by Kinder Drainage District #2. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of Kinder Drainage District #2. This shall be based on the actual severity and impact of the event.

### **LIQUIDATED DAMAGES**

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be \$300.00 per day for any delays: If the Contractor shall neglect, fail or refuse to START the Work within the 72-hours specified, or any proper extension thereof granted by Kinder Drainage District #2, then the Contractor hereby agrees, as part consideration for awarding the Agreement, that Kinder Drainage District #2 reserves the right to assess damages in the event that the Contractor response is not timely in accordance with the terms of this Agreement and the Contractor agrees to pay Kinder Drainage District #2 said sum for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for STARTING the Work. The Contractor and Kinder Drainage District #2 acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

Kinder Drainage District #2 and Contractor agree that the damages that will be incurred by Kinder Drainage District #2 as a result of Contractor's delay in meeting a START date are of a kind difficult to accurately estimate, and the Contractor further agrees that the said sum amount is reasonable of the damages that will be incurred by Kinder Drainage District #2 in the event of any such delay and not a penalty.

### **ACCIDENT PREVENTION**

Precautions shall be always exercised for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the proposer responsible for same.

### **REPORTING REQUIREMENTS**

The Contractor shall submit a report to Kinder Drainage District #2 by close of business each day for the term of the contract. Each report shall contain, at a minimum, the following information:



1. Contractor's Name
2. Report Date
3. Location and/or quantity of completed work
4. Location and/or estimate of quantity anticipated work for next day
5. Number of Crews (including number of trucks and loading equipment)
6. Anticipated number of crews for the following day
7. Problems encountered or anticipated

### **OTHER CONSIDERATIONS**

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks within the Scope of Work. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, training, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor will work with Kinder Drainage District #2 to obtain all permits necessary to complete the work. Kinder Drainage District #2 will purchase all required permits.

The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to Kinder Drainage District #2.

The Contractor shall be responsible for removing all abandoned equipment from property that is used under this contract.

The Contractor is encouraged to employ experienced and qualified local sub-contractors.

### **EQUIPMENT**

The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), load and haul for disposal of all non-grindable debris, and any other equipment which may be necessary for the performance of this contract.

Prior to commencing debris reduction and disposal operations, the Contractor shall present to Kinder Drainage District #2, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower.

All trucks and other equipment must follow all applicable federal, state, and local rules and regulations.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by Kinder Drainage District #2.

Damaged sideboards must be repaired prior to arriving at the dumpsite.

All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to hold the tailgate securely closed during transit, rubber bungee cords will not be permitted.

The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. Kinder Drainage District #2 reserves the right to refuse equipment that is demand unsafe or inadequate.

All equipment used for hauling debris shall be measured and marked for its load capacity. The Contractor shall supply pre-approved measurement forms for each hauling container used under this contract.

Prior to commencing debris removal operations, the Contractor shall present to Kinder Drainage District #2 all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the hauler's container, and rounded to the nearest whole cubic yard.

Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.

Trucks and trailers designated for use under this contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state at a minimum the unique identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract.

Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by Kinder Drainage District #2.

Hauling containers shall be a minimum of 10 cubic yards in volume unless approved by Kinder Drainage District #2.

Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs. on all trailers. All trailers must have a legible manufacturer's identification plate with ratings.

Trucks or equipment that are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

### **HAZARDOUS WASTE SPILLS – if applicable**

The Contractor shall be responsible for reporting to Kinder Drainage District #2 and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to Kinder Drainage District #2.

Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the Louisiana Department of Environmental Quality (DEQ) and Kinder Drainage District #2 immediately following discovery. A written follow-up report shall be submitted to Kinder Drainage District #2 no later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/DEQ reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor has had with press, agencies, or Government officials other than Kinder Drainage District #2.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

**EXHIBIT 2**  
**CONTRACTOR'S RESPONSE TO RFP 2022-07**

This proposal of \_\_\_\_\_, ("Firm") organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_ (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Kinder Drainage District #2.

In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

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Submitted By: \_\_\_\_\_

Bid Prepared By: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of Firm/Contractor

\_\_\_\_\_  
Date

**EXHIBIT 3**  
**PRICE SCHEDULE**

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits. All tipping fees will be at cost.

<b>Eligible Vegetative Debris Removal</b> Work consists of the collection, removal and transportation of Eligible Vegetative Debris from a Kinder facility to a DMS or an approved final disposal site.	<b>Price Per CY</b>	<b>Estimated Total Units</b>	<b>Total</b>
Debris from grounds to DMS		3,000	
Debris from DMS to approved final disposal site		1,000	
Debris from grounds to approved final disposal site		1,000	
<b>Eligible C&amp;D Debris Removal</b> Work consists of the collection, removal and transportation of Eligible C&D Debris a Kinder facility to a DMS or an approved final disposal site.	<b>Price Per CY</b>	<b>Estimated Total Units</b>	<b>Total</b>
Debris from grounds to DMS		1,500	
Debris from DMS to approved final disposal site		1,000	
Debris from grounds to approved final disposal site		1,000	

<p><b>Eligible Demolition, Removal, Transport and Disposal of RACM Structures</b></p> <p>Work consists of the decommissioning, demolition and disposal of Eligible Regulated Asbestos Containing Material (RACM) and hauling the resulting debris to a Designated Final Disposal Site.</p>	<p><b>Price Per CY</b></p>	<p><b>Estimated Total Units</b></p>	<p><b>Total</b></p>
<p>RACM material</p>		<p>100</p>	
<p><b>Water-based Debris</b></p> <p>Work consists of debris that cannot be removed by land operations and that need water based equipment such as barges in drainage basins, canals, etc.</p>	<p><b>Price Per CY</b></p>	<p><b>Estimated Total Units</b></p>	<p><b>Total</b></p>
<p>Vegetative Debris</p>		<p>500</p>	
<p>C&amp;D Debris</p>		<p>150</p>	
<p><b>Debris Management</b></p> <p>Work consists of managing debris and operating DMS, reducing Eligible debris</p>	<p><b>Price Per CY</b></p>	<p><b>Estimated Total Units</b></p>	<p><b>Total</b></p>
<p>DMS vegetative reduction</p>		<p>5,000</p>	
<p>DMS C&amp;D reduction</p>		<p>1,000</p>	
<p><b>Haul-out of Reduced Eligible Debris to an Approved Final Disposal Site</b></p> <p>Work consists of loading and transporting reduced Eligible disaster related debris to an Approved Final Disposal Site.</p>	<p><b>Price Per CY</b></p>	<p><b>Estimated Total Units</b></p>	<p><b>Total</b></p>
<p>Reduced Vegetative Debris</p>		<p>1,000</p>	
<p>Reduced C&amp;D Debris</p>		<p>1,000</p>	

<b>Hazardous Trees and Limbs</b> Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location for collection as Eligible Vegetative Debris Removal.	<b>Price Per Tree</b>	<b>Estimated Total Units</b>	<b>Total</b>
6 inch to 12 inch diameter		300	
13 inch to 24 inch diameter		450	
25 inch to 36 inch diameter		80	
37 inch to 48 inch diameter		30	
49 inch and larger diameter		15	
Hazardous Hanging Limb Removal > 2 inch		500	
In-place tree reduction ( <i>chipping or grinding of hazard tree removed on-site and not at the DMS site</i> )		100	
<b>Removal of Eligible Hazardous Stumps</b> Work consists of removing Eligible hazardous stumps, hauling, and chipping. Contractor to backfill all stump holes.	<b>Price Per Stump</b>	<b>Estimated Total Units</b>	<b>Total</b>
24 inch to 36 inch diameter		20	
37 inch to 48 inch diameter		12	
49 inch and larger diameter		8	

<b>Eligible Household Hazardous Waste Removal, Transport and Disposal</b> Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	<b>Price Per LB</b>	<b>Estimated Total Units</b>	<b>Total</b>
Cost per Pound		100	
<b>Eligible ROW White Goods Debris Removal</b> Work consists of the removal of Eligible White Goods approved by Kinder Drainage District #2 and disposal, including decommission of harmful chemicals. Price is based per unit and if decommission is needed	<b>Price Per Unit</b>	<b>Estimated Total Units</b>	<b>Total</b>
Refrigerators, freezers and other items requiring refrigerant recovery and decommission		50	
All other white goods not requiring decommission		50	
<b>Earthen Materials</b> Work consists of the collection of Eligible earthen material such as mud, silt, sand and rock and transported to an on-site DMS, off-site DMS or an approved final disposal site.	<b>Price Per CY</b>	<b>Estimated Total Units</b>	<b>Total</b>
Debris from grounds to DMS		200	
Debris from DMS to approved final disposal site		100	
Debris from grounds to approved final disposal site		100	



<b>Eligible Abandoned Motor Vehicle Removal</b>			
Work consists of the removal of Eligible Abandoned Vehicles in areas identified and approved by Kinder Drainage District #2 and disposal, including decommission of harmful chemicals. Price is based on the linear feet of the vehicle.	<b>Price Per Unit</b>	<b>Estimated Total Units</b>	<b>Total</b>
Cost per Unit		1	
<b>Eligible Abandoned Vessel Removal</b>			
Work consists of the removal of Eligible Abandoned Vessels in areas identified and approved by Kinder Drainage District #2 and disposal, including decommission of harmful chemicals. Price is based on the linear feet of the vessel.	<b>Price Per Linear Foot</b>	<b>Estimated Total Units</b>	<b>Total</b>
Land Based		5	
Water Based		5	

**EXHIBIT 4**  
**FEDERAL REGULATIONS CONTRACT REQUIREMENTS**

**FEDERAL EMERGENCY MANAGEMENT AGENCY**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

**Contractor means an entity that receives a contract.**

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1)The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts ( e.g. subcontract or sub-agreement);
- 2)The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3)The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

**FEDERAL CONTRACT PROVISIONS**

1. **Conflict of Interest** - This Contract/Work Order is subject to chapter 112, F.S. The vendor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's company or its affiliates.
2. **Discriminatory Vendors** – (1) No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance during the term of the contract. (2) Contractor shall disclose if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not: 1) Submit a bid on an agreement to provide any goods or services to a public entity; 2) Submit a bid on an agreement with a public entity for the construction or repair of a public building or public work; 3)Submit bids on leases of real property to a public

entity; or 4) Be awarded or perform work as a consultant under an agreement with any public entity; or transact business with any public entity.

3. **Lobbying** - No funds received pursuant to this Agreement may be expended for lobbying the Federal or State Legislature, the judicial branch, or a federal or state agency. The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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. (2) 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. (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. Code. 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

4. **Record Retention** – The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow Kinder Drainage District #2, the State, or its authorized representatives access to such records for audit purposes upon request.  
In the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until Kinder Drainage District #2, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims
5. **Diversity** – All contracting and subcontracting opportunities afforded by this solicitation/contract embrace diversity enthusiastically. The award of subcontracts

should reflect the full diversity of the citizens of the State of Louisiana. Firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a Minority Business vendor.

6. **Applicable Laws** - The contractor shall comply with all applicable federal, state and local rules and regulations in providing services to Kinder Drainage District #2. The contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and that FEMA financial assistance may be used to fund the contract. As such, the contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
7. **Administrative, Contractual, or Legal Remedies** - Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Louisiana court of competent jurisdiction.
8. **Patents and Data** - No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The grantor agency and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.
9. **Clean Air Act and Federal Water Pollution Control Act** - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* (2) The contractor agrees to 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.* (3) The contractor agrees to report each violation to Kinder Drainage District #2 and understands and agrees that Kinder Drainage District #2 will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (4) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**Suspension and Debarment** (1) This contract is a covered transaction for purposes of 2 C.F.R.pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier

covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Kinder Drainage District #2. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the GOHSEP, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.” (5) The Contractor’s debarment and suspension status will be validated by Kinder Drainage District #2 at the System for Award Management at [www.sam.gov](http://www.sam.gov).

**10. Reporting** - The contractor will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of Kinder Drainage District #2, as the Federal or State granting agency may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the granting agency.

**11. Access to Records** – (1) The contractor agrees to provide Kinder Drainage District #2, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract.”

**12. Energy Efficiency Standards** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**13. 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.”

**14. 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.

**15. 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."

**16. Recovered Materials**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**17. Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms**

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

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

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

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

**18. Equal Opportunity Clauses**

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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



**19. Contract Work Hours And Safety Standards Act 40 U.S.C. 3702 And 3704, As Supplemented By Department Of Labor Regulations (29 CFR Part 5)**

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Kinder Drainage District #2 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 (2) of this section.

**20. Rights To Inventions Made Under A Contract Or Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and

Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**21. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (As Amended)**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Continued next page

## **22. 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;

(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.
  - (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.

### **23. 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.

### **24. COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the Kinder Drainage District #2, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this

contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Kinder Drainage District #2 or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Kinder Drainage District #2 data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Kinder Drainage District #2.

**EXHIBIT 5**  
**INSURANCE REQUIREMENTS**

**1. LOSS CONTROL/SAFETY**

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. Kinder Drainage District #2 may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to Kinder Drainage District #2.

**2. DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the Kinder Drainage District #2 Board of Trustees, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Kinder Drainage District #2 Board of Trustees. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to Kinder Drainage District #2's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or Kinder Drainage District #2 is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, Kinder Drainage District #2 can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of Kinder Drainage District #2's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

**3. INSURANCE - BASIC COVERAGES REQUIRED**

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by Kinder Drainage District #2, on policies and with insurers acceptable to Kinder Drainage District #2. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. Kinder Drainage District #2 does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Kinder Drainage District #2

as an additional insured to the extent of Kinder Drainage District #2's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against Kinder Drainage District #2, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to Kinder Drainage District #2 and may be disapproved by Kinder Drainage District #2. They shall be reduced or eliminated at the option of Kinder Drainage District #2. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Kinder Drainage District #2 shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Kinder Drainage District #2, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to Kinder Drainage District #2 an Affidavit stating that he meets all the requirements.

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **BUSINESS AUTO LIABILITY COVERAGE**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

j. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

k. CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that Kinder Drainage District #2 shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the XXXX. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to Kinder Drainage District #2 by the Contractor. **Kinder Drainage District #2 shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

New Certificates of Insurance are to be provided to Kinder Drainage District #2 at least 15 days after coverage renewals.

If requested by Kinder Drainage District #2, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

For the Commercial General Liability coverage the Contractor shall, at the option of Kinder Drainage District #2, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

l. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by Kinder Drainage District #2, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.