

REQUEST FOR PROPOSAL FOR DEBRIS REMOVAL AND DISPOSAL SERVICES

Issued By
Town of Kinder, Louisiana

Date of Issue: September 2, 2020 at 5:00 p.m.

Due Date/Time for Receipt of Proposals: **September 3, 2020 at 4:00 P.M.**

RFP No. 2020-09-001



REQUEST FOR PROPOSAL

DEBRIS REMOVAL AND DISPOSAL SERVICES

Town of Kinder, Louisiana (“Town”) requests proposals from qualified contractors for Debris Removal and Disposal Services. This solicitation by the Town will result in the selection of a qualified and experienced firm to remove and lawfully dispose of disaster-generated debris (other than household putrescible garbage) from public property and public right of ways resulting from Hurricane Laura (“Hurricane Laura”) which occurred in the Town on August 26 and August 27, 2020; and resulting from any subsequent storm event (“Storm Event”) which may occur or cause disaster-generated debris during calendar year 2020.

SECTION 1.0 GENERAL INFORMATION

1.1 Objective

The objective of the RFP and subsequent contracting activity is to secure the services of qualified, experienced contractor(s) who is capable of efficiently removing large volumes of disaster generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The successful Proposer(s) must be capable of assembling, directing, and managing a work force that can complete the debris management operations (a) related to Hurricane Laura during a maximum period of sixty (60) days commencing as soon as possible after September 7, 2020 and (b) related to a Subsequent Storm within fourteen (14) days after receiving a notice to proceed with work.

1.2 Definitions

Owner– Town of Kinder, Louisiana

Contractor(s)– The successful Proposer(s), with whom a contract is entered by the Town.

Debris Management Team – The team staffed by Town and/or Town’s Consultant and the Contractor

Debris Management Coordinator – If applicable, a person employed or contracted by the Town, including the Debris Monitor, to coordinate and manage administrative aspects of the recovery process including processing FEMA submittals.

Debris Monitor – The firm, including representation thereof, retained by the Town to monitor and document debris removal and disposal activities of Contractor in compliance with FEMA requirements

Debris – Scattered items and materials either broken, destroyed, or displaced by the Storm (Example: vegetative material such as trees and limbs, construction and demolition material, personal property.)

DMS#1 – Debris Management Site #1 Town of Kinder Darbonne Site with access located at/near 243 Green Oak Road, Kinder, Louisiana (vegetative and C&D)

DMS#2 – Debris Management Site #2 Kingrey Disposal Site with access located at/near 341 Unkel Road, Kinder, Louisiana (vegetative only)

DMS#3 – Debris Management Site #3 (To Be Determined) (white goods)

FEMA – Federal Emergency Management Agency

LA GOHSEP – Louisiana Governor’s Office of Homeland Security and Emergency Preparedness

Proposer or Respondent – Person or entity which submits a Proposal in response to this Request for Proposal

RFP – This Request for Proposal

Services – Debris Removal and Disposal Services

SECTION 2.0 SCOPE AND STATEMENT OF WORK

The work to be undertaken includes but is not limited to the following:

2.1 Debris Removal

- a) Debris Removal from Public Property – Removal of debris from public rights of way (“ROW”). Removal of debris beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by Town. It may be necessary to make several trips through a neighborhood or area as debris is moved to the ROW. All loads will need to be documented separately, per the instructions of the Town, the Debris Management Consultant and/or the Debris Monitor.
- b) Debris Removal from Private Property – Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the Town in writing, will accomplish the removal of debris from private property.
- c) Hazardous Tree Stumps – The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the Town. Stumps shall be hauled to the Landfill where they shall be inspected and categorized by size.
- d) Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the Town.

2.2 Debris Disposal

Disposal of all eligible Debris, and other products of the debris management process at a designated DMS in accordance with all applicable Federal, State, and local laws, standards and regulations. The Contractor shall be responsible for paying all landfill/DMS tipping fees and provide all required documentation to the Consultant needed to receive eligible reimbursement through FEMA for such fees.

2.3 DMS Site Management

Management of **DMS#1 (only)** including management of access, security, reduction of debris, removal and proper disposal of ash and residual debris and closure of site and return of site to management of Town in substantially similar condition at commencement of management.

2.4 Documentation and Records

- a) Documentation and Inspections – Storm debris shall be subject to inspection by the Town, its Consultant and/or Debris Monitor. Inspections will be to ensure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the Town access to all work sites. The Contractor, the Town and Consultant will have in place at the Landfill personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the Landfill. The Consultant will coordinate data recordation and information management systems, including but not limited to:
- (i.) Prepare detailed estimates for use in project worksheet preparation.
 - (ii.) Implement and maintain a disaster debris management system linking load ticket and Landfill information, including reconciliation and photographic documentation processes.
 - (iii.) Provide daily, weekly or other periodic reports for Town managers and the Consultant, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

The Contractor shall provide all requested information to the Consultant that is necessary for proper documentation. Town employees shall review all documentation prior to submittal. The Contractor will work closely with the FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Consultant will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.

- b) Documentation and Recovery Process – The Contractor will provide the following assistance in addition to debris removal:
- Recovery process documentation – create recovery process documentation plan
 - Maintain documentation of recovery process
 - Provide written and oral status reports as requested to the Town and the Consultant
 - Maintain a photographic log of daily activities with a minimum of 10 images per day.
 - Review documentation for accuracy and quantity
 - Assist in preparation of claim documentation
 - Assist as necessary at the direction of Town with necessary certifications for landfill or other DMS with local, state and federal agencies.
 - Assist as necessary at the direction of Town with pre-work assessment of the scope and value of proposed work for purposes of obtaining advance authorization for advance of funds from state and federal agencies including but not limited to LA GOHSEP and FEMA.

2.5 Work Areas and Hours

- b) Work Areas – The Town will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Town. Fill dirt and grading may be required to achieve the desired condition. Town has the right to increase or decrease the

Contractor's assignment or areas of operation within the scope of the Contract with Contractor. The Town may determine that certain debris not be removed by Contractor.

- c) Working Hours – All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the Landfill will be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours, seven (7) days per week including holidays. It is understood between the parties that at the Landfill, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to Town and/or Parish approval. Town approval shall consider safety and impacts to surrounding land uses such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

- d) Safety – The Contractor shall have at least one safety officer onsite. The safety officer shall be familiar with and properly trained to perform the assigned safety officer duties. All work areas, sites and conditions shall conform to all applicable Federal, State and local safety standards. All work shall follow the Occupational Safety and Health Administration and Environmental Protective Agency requirements to maintain a safe working environment.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

3.1 Information and Format

A prospective Proposer's response to this RFP should include the following information at a minimum. The proposal should address the requirements in a clear and concise manner in the order stated herein. Proposals must be tabbed and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the Town. The Town reserves the right to seek additional/supplemental information on specific issues as needed.

a) Executive Summary

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

b) Experience and Ability

Provide pertinent information needed to determine the Proposer's experience and ability to perform the anticipated work. The Proposer shall supply sufficient information that the Proposer is familiar with all facets of debris removal and disposal work as well as FEMA documentation, reimbursement and project management.

c) Past Performance

Provide a list of relevant debris removal projects completed within the past five (5) years. The scoring criteria will be based off of the information provided. Include any pertinent information needed to determine the Proposer's past performance regarding this/these projects.

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

d) Understanding of Project Requirements

Provide the Proposer's interpretation of what is required to meet the needs of the Town for the project. The Proposer will use this RFP and their knowledge and experience to develop their understanding of the project. The Proposer is urged to develop scenarios or examples to fully explain their position.

e) Approach and Method

Provide an Operational Plan reflecting how the work will be accomplished, quality control, safety, and how FEMA requirements will be met. Include the operational processes for any landfill or DMS. Identify the resources that will be mobilized and the commitment and timeframe to deploy these resources when called upon. Provide the management processes anticipated to be used including the interaction between the Town, the Consultant and the Proposer.

f) DBE Participation

Provide a plan for identifying and efforts to use Disadvantaged Business Entities subcontractors in the project.

g) Price Proposal

The Price Proposal Form and Schedule designated as Attachment 1 should be properly and completely filled out. Proposed pricing will be on a unit basis as set forth in the attached Price Proposal Form and Schedule. All proposed unit prices shall include profit, overhead and all similar costs.

SECTION 4.0 PROPOSAL SUBMITTAL

4.1 Proposal Submittal

Proposals shall be submitted to the Town of Kinder Office of Town Clerk at:

Town of Kinder Office of Town Clerk
Attention: Traci Fontenot
Town of Kinder Fred A. Ashy Municipal Building
333 8th Street
Kinder, Louisiana 70648

Proposals shall be submitted no later than **4:00 P.M. on September 3, 2020**. Late proposals will be rejected. Failure to comply with this or any other provision of this RFP shall be sufficient reason for rejection of the proposal.

Mark the written proposal envelope(s) as follows:

Debris Removal and Disposal Services Proposal RFP No. 2020-09-001

Time and Date _____

The front of each proposal envelope/container shall contain the following information for proper identification:

- The name and address of the Proposer
- The word "Proposal" and the RFP number
- The time and date specified for receipt of proposals
- The number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3")

ALL PROPOSALS MUST BE RECORDED IN THE PURCHASING OFFICE ON OR BEFORE THE TIME AND DATE INDICATED IN THIS RFP. The responsibility for submitting the proposal to the Office of Town Clerk on or before the above stated time and date is solely that of the Proposer. The Town will not be responsible for delays in mail delivery or delays caused by any other occurrence.

All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the Proposer.

The Town shall not be liable for any costs incurred by a Proposer prior to entering into a contract. Of submissions, and the resulting negotiated agreement, in all instances the Town's decisions will be final.

SECTION 5.0 EVALUATION CRITERIA AND SELECTION

5.1 Evaluation Criteria

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

- Proposer's Operational Plan 40%
- Proposed price for work to be accomplished 30%
- Past performance of work of a similar nature, financial capabilities, corporate history and team organization 10%
- Proposer's knowledge of FEMA regulations and procedures 20%

Other criteria the Town frequently uses to evaluate submissions include:

- Verification of availability of qualified personnel to perform the services requested.
- Interviews with references provided by Proposer.

5.2 Selection

The Town will evaluate the written proposals submitted by the Proposers regarding the proposed project in connection with the selection process.

5.3 Presentations

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

SECTION 6.0 RIGHT OF WAIVER, REJECTION AND ACCEPTANCE

6.1 Reservations by Town

The Town reserves the right to:

- a) waive any informality in any proposal;
- b) reject any or all proposals in whole or in part, with or without cause; and/or
- c) accept the proposal that in its judgment will be in the best interest of the Town and its citizens.

SECTION 7.0 INFORMATION AND ADDENDA

7.1 Inquiry Contact

All questions or requests for clarifications, interpretations and assistance concerning this RFP must be directed through:

Town of Kinder City Attorney
Attn: Michael B. Holmes
528 North Ninth Street
Kinder, Louisiana 70648
Telephone: (337) 794-3651
Facsimile: (337) 738-5973
E-Mail: mike@hhblaw.com

7.2 Inquiry Deadline

Questions regarding the RFP are to be submitted in writing to the above listed email address by **12:00 P.M. on September 3, 2020.**

7.3 Town Responses

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

7.4 Issuance of Addenda

- (a) If this RFP is amended, the Town will issue an appropriate addendum to the RFP. If any addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
- (b) Proposers shall acknowledge receipt of each addendum to this solicitation using one of the following methods:
 - (i.) By signing and returning the addendum; or
 - (ii.) By responding directly to the transmittal of the addendum by email or facsimile.

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

SECTION 8.0 CONTRACT AND GENERAL REQUIREMENTS

8.1 Contract

The successful Proposer(s) shall enter into a Contract with the Town for the Services. The Contract will include standard provisions as well as provisions required for the reimbursement of debris removal and disposal costs by FEMA. The Contract will be effective from the effective date, or date of execution if no effective date is designated, and terminate on December 31, 2020 or such later date as work commenced on or prior to December 31, 2020 is accepted by Town as complete.

8.2 Bid Bond or Check

Respondents must include evidence of their ability to produce a bid bond, cashier's check or certified check payable to the Town in the amount of \$1,000.00 with an B+ rated or higher surety Company.

8.3 Payment and Performance Bond

Successful Proposer shall furnish within ten (10) consecutive business days after written notice, a Payment Bond and Performance Bond in an amount equal to 100% of the total amount or estimated amount of the contract as determined by Town and Proposer.

8.4 Contractor's License

Contractor shall certify that Contractor is authorized to do business in the State of Louisiana.

8.5 Indemnification

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

8.6 Insurance

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

Commercial General Liability - in the amount of two million dollars (\$2,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The general aggregate limit shall either apply separately to the resulting contractor or shall be at least twice the required occurrence limit.

Comprehensive Automobile Vehicle Liability - covering any automotive equipment to be used in performance of the Services, with a minimum limit in the amount of one Million dollars (\$1,000,000.00) per occurrence combined single limit / any Automobile. Also, physical damage insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.

Worker's Compensation - employer's liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness and statutory worker's compensation coverage.

8.7 Non-Discrimination and Equal Opportunity

- (a) By submitting a proposal in response to this RFP, the Proposer agrees to not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin.
- (b) Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontractors, that the respondent is an "Equal Opportunity Employer".

ATTACHMENT 1
PRICE PROPOSAL FORM
DISASTER DEBRIS REMOVAL AND DISPOSAL
TOWN OF KINDER, LOUISIANA

Name of Firm: _____

Address: _____

Town, State, Zip: _____

Telephone: _____ Fax: _____

Email: _____

Louisiana Secretary of State Registration No. : _____

SAM Registration No. (write "N/A" if not registered): _____

Authorized Signature: _____

(provide evidence of signing authority)

Name and Title: _____

NOTE: Respondents are to make no changes to the Pricing Schedule below and are to **fill it out completely**. Values must be provided for all categories below or your response may be deemed nonresponsive.

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

| ITEM | DESCRIPTION OF SERVICE | COST | UNIT |
|--|--|------|------|
| 1 | Removal of Vegetative and C&D Debris, and disaster-generated Silt, Soil and Sand deposited thereon from Public Property (Right-of-Way) and Hauling to DMS#1 | | CY |
| 2 | Removal of Vegetative and C&D Debris, and disaster-generated Silt, Soil and Sand deposited thereon from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and Hauling to DMS#1 | | CY |
| 3 | Removal of Vegetative Debris from Public Property (Right-of-Way) and hauling to DMS#2 | | CY |
| 4 | Removal of Vegetative Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS#2 | | CY |
| 5 | Management of DMS#1 | | CY |
| 6 | Processing (Grinding/Chipping) of Vegetative Debris at DMS#1 | | CY |
| 7 | Grinding or consolidation of C&D debris at DMS#1 | | CY |
| 8 | Processing (Open Burning) of Vegetative Debris at DMS#1 | | CY |
| 9 | Processing Burning of Vegetative debris using air curtain incinerators at DMS#1 | | CY |
| 10 | White Goods Removal from Public Property (Right of Way) and Hauling to DMS#3 | | UNIT |
| 11 | Pick Up and Disposal of Hazardous Material | | LB |
| 12 | Freon Management and Recycling | | UNIT |
| 13 | Dead Animal Collection, Transportation and Disposal | | LB |
| Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site | | | |

| | | | |
|--|--|--|----------|
| 14 | 24-inch diameter to 47.99-inch diameter | | STUMP |
| 15 | 48-inch diameter and greater | | STUMP |
| Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9 | | | |
| 16 | Removal of hazardous hanging limbs greater than 2 inches | | PER TREE |
| 17 | Removal of hazardous standing trees 6" – 12.99" in diameter | | EACH |
| 18 | Removal of hazardous standing trees 13" – 24.99" in diameter | | EACH |
| 19 | Removal of hazardous standing trees 25" – 36.99" in diameter | | EACH |
| 20 | Removal of hazardous standing trees 37" – 48" in diameter | | EACH |
| 21 | Removal of hazardous standing trees greater than 48" in diameter | | EACH |
| Marine Debris Removal | | | |
| 22 | Canals, bayous and ditches/or | | PER LF |
| 23 | Canals, bayous and ditches | | CY |
| 24 | Bays and other open waters/or | | PER ACRE |
| 25 | Bays and Other open waters | | CY |
| The following items shall be billed on a time and material basis according to the attached schedules: | | | |
| 26 | Generators, light plants, water pumps, portable toilets and other required equipment or materials. Provide rate for each | | RATE |