

**REQUEST FOR PROPOSALS FOR MONITORING SERVICES FOR
DISASTER STREET-CLEARING AND STROM DEBRIS
COLLECTION, REMOVAL, PROCESSING, DISPOSAL, AND
MANAGEMENT SERVICES**

**Proposal Opening Date: 09/6/2019
Proposal Opening Time: 12:05 PM**

The City of Central invites qualified firms to respond to this request for proposals (RFP) by providing statements of qualification and experience for consideration to provide Disaster Debris Monitoring Services for the period September 13, 2019 – September 12, 2020 which may be extended for two additional 1 year periods.

The City of Central seeks qualified firm(s) to assist in the monitoring of disaster debris collection and disposal operations, ensuring compliance with Federal requirements and applicable debris management plans as related to contractor oversight, truck measurements, load ticket preparation and issuing, report preparation and project administration. The Debris Monitoring Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris (in cubic yards) being delivered by trucks to each disposal site, and support the operations of the field supervisor(s), debris loading and tower/site monitors, and clerical staff.

The response to the RFP should be limited to five pages and address the following:

- a. Office location and key personnel responsible for this project
- b. Evidence of satisfactory completion of disaster debris monitoring in the past 5 years at similar jurisdictions
- c. The scope, project budget, and operational duration (include the firm's contract manager, and phone number and e-mail address for each disaster response or project if available)
- d. Summarized past relevant experience for each response should include the following:
 - i. Type of disaster—hurricane, tropical storm, tornado, etc.
 - ii. Type of jurisdiction—city, county, district, or combination
 - iii. Collection debris monitoring assignments
 - iv. DMS debris monitoring assignments
 - v. Final disposal debris monitoring functions
 - vi. FEMA reimbursement actions and issue resolution
 - vii. List of references

Any material received not requested may be discarded.

Interested firms should deliver four copies of their proposal to:

Central City Hall
 ATTN: RFQ&P
 13421 Hooper Road, Suite 8
 Central, LA 70818

or submit proposal via: centralbidding.com.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

Submittals **MUST BE RECEIVED** no later than **12:00 p.m. on Monday, September 6, 2019**.

Activity	Description to submit	Date(s) & Time (CST)
Publication of Notice RFQ&P	RFQ&P notice published in The Advocate, www.centralbidding.com , & https://www.centralgov.com , and at City Services. Notice sent to (potential vendors)	Wednesday, August 7, 2019
Publication of Notice in Official Journal	RFQ&P Notice published in The Advocate	Wednesdays August 7, 2019 August 14, 2019 August 21, 2019
Inquiries regarding RFQ&P	Deadline for potential respondents to submit inquiries to CentralRFP@central-la.gov	4:00 pm Friday, August 23, 2019
Response to Inquiries	Deadline for City of Central to post all inquiries and responses on https://www.centralgov.com and www.centralbidding.com	Monday, August 26, 2019
Addenda	Deadline for City of Central to issue Addenda to clarify RFQ&P, if necessary, posted on https://www.centralgov.com and www.centralbidding.com	Friday, August 30, 2019
Statements of Qualifications and Proposals and Bids Due	Deadline for receipt of Statements of Qualifications and Proposals	Noon Friday, September 6, 2019
Ranking of Respondents and Interviews	City of Central designees rank Respondents and set interview schedule for Debris Management and Monitoring only	Monday, September 9, 2019
Interviews and Selection of Contractor(s)	City of Central interviews (Debris Management and Monitoring only) highest ranked Respondents and selects Contractor(s)	Wednesday, September 11, 2019
	Contract Finalized	Thursday, September 12, 2019
	Contract Begins	Friday, September 13, 2019

SCOPE OF SERVICES FOR DEBRIS MONITORING SERVICES

General

Consultant will provide debris monitors and debris monitoring services to assist the City of Central with monitoring the operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance, supervision, and inspection. All debris monitoring activities are to be in compliance with current FEMA guidance and local, State, and Federal regulations. Debris sites may operate approximately 12 to 14 hours per day, 7 days per week.

Consultant will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or the City. Consultant shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Consultant shall remove and replace employees immediately upon notice from the City for conduct or actions not consistent with the contract's requirements.

Personnel Requirement and Responsibilities

Debris Monitoring Field Supervisor

Consultant will provide at least one debris monitoring field supervisor for debris loading site monitors. Services include, but are not limited to:

- a. Overseeing and supervising loading site and disposal site debris monitoring activities;
- b. Scheduling debris monitoring resources and deployment timing;
- c. Communicating and coordinating with City personnel or representatives;
- d. Providing suggestions to improve the efficiency of collection and removal of debris;
- e. Coordinating daily activities and future planning;
- f. Remaining in contact with debris management/dispatch center or supervisor;
- g. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility;
- h. Supervising the accurate measurement of load hauling compartments and accurately; computing volume capacity in cubic yards (CY);
- i. Documenting and recording measurements and computations;
- j. Documenting truck hauling compartment condition using digital photographs;
- k. Preparing a master log book of all hauling equipment used by the City's debris removal contractor; and
- l. Compiling, reconciling and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s).

Debris Monitors

Consultant will provide trained debris monitoring personnel to oversee the loading of eligible debris at all collections sites, verify debris eligibility based on the monitoring contract's

requirements, verify load capacity and documentation at designated temporary debris management or final disposal sites, and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- a. Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations;
- b. Monitoring collection activity of trucks;
- c. Issuing load tickets at loading site for each load, including the use of a load ticket system to record with specificity where debris is collected and the amount picked up, hauled, reduced, and disposed of;
- d. Checking the area for safety considerations such as downed power lines and children playing in the area, and ensuring that traffic control needs are met and trucks and equipment are operated safely;
- e. Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal;
- f. Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment;
- g. Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect detailed information about owner, circumstances of the damage and report to field supervisor);
- h. Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area;
- i. Properly monitoring and recording performance and productivity of debris removal crew;
- j. Remaining in regular contact with debris management/dispatch center or supervisor;
- k. Ensuring that loads are contained properly before leaving the loading area;
- l. Ensuring that only eligible debris is collected for loading and hauling;
- m. Ensuring that only debris from approved public areas is loaded for removal; and
- n. Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel.

Debris Tower/Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

- a. Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations;
- b. Documenting measurements and computations;

- c. Completing record contract haulers' cubic yardage and other recordkeeping as needed on the load ticket;
- d. Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area;
- e. Remaining in regular contact with debris management/dispatch center or field supervisor; and
- f. Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.

Clerical Staff/Data Entry Staff

Consultant will provide clerical staff/data entry staff as required to implement and maintain a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes, to enter load ticket information into the contractor's information management systems and to supervise the preparation of detailed estimates for submission to the City and to provide periodic reports to the City, noting work progress and efficiency, current/revised estimated, project completion, and other schedule forecasts/updates.

Terms

The work shall begin on notice to proceed and continue for no longer than one (1) year, unless extended by the City of Central with 10 days written notice.

Deployment

Consultant must be prepared to deploy personnel to complete the services identified in this Contract within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, Consultant shall be prepared to increase the number of debris monitors for the City as needed.

EVALUATION AND SELECTION

Evaluation Team

The evaluation of proposals will be performed by an evaluation team designated by the Mayor of Central, which will determine the proposal most advantageous to the City, taking into consideration price and the evaluation factors set forth herein.

Administrative and Mandatory Screening

All proposals will be reviewed by the evaluation team to determine compliance with administrative and mandatory requirements as specified in this RFP. Proposals determined not compliant with mandatory requirements (responsive) or proposals deemed to be not responsible will be rejected and will not be scored.

The City of Central reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

Evaluation and Review

Responsive and responsible proposals will be evaluated based on information provided in the proposal. The City of Central reserves the right to validate the claims made in the proposals through third parties and references. The evaluation will be conducted according to the following:

Criteria	Maximum Score
Technical Proposal Evaluation	(75 Points)
1. Corporate Background and related experience in disaster debris monitoring in the past 5 years in similar jurisdictions	25
2. Approach and Methodology, including office location and key personnel responsible for this project	30
3. Resumes, Proposed Staff Qualifications	20
Cost Proposal Evaluation	(25 Points)
4. Cost	25
Total Possible Points	100

The Evaluation Team will compile the scores and make a recommendation to the Mayor of Central on the basis of the proposer with the highest score.

Announcement of Consultant

The City of Central will notify the successful proposer. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 *et seq*), selection memorandum including a list of criteria used along with the weight assigned each criteria, and scores of each proposal considered along with overall scores, shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Claims or Controversies

Any proposer who believes they were adversely affected by the City's procurement process or award, may file a protest. It must be submitted in writing to the Mayor and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven days from the date the basis of the protest was, or should have been known. The City may, at its sole discretion, suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest. The City will act upon protests after 15 days of the receipt thereof. The written protest shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

Attachment A

Insurance Requirements for Request for Proposal for Monitoring Services for Disaster Street-Clearing and Storm Debris Collection, Removal, Processing, Disposal, and Management Services

CONSULTANT'S AND SUB-CONSULTANT'S INSURANCE: Prime consultant and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Prime consultant shall not commence work under this contract until certificates of insurance have been approved by the City. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Prime consultant is responsible for assuring that its sub-consultants meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- B. Business Auto Policy
Any Auto; or Owned, Non-Owned & Hired:

Combined Single Limit	\$1,000,000
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- C. Standard Workers Compensation – Full statutory liability for State of Louisiana with Employer's Liability Coverage.

- D. The City of Central must be named as additional insured on all general liability policies described above.

- E. Professional Liability coverage for errors and omissions is not required, but the City shall have the benefit of any such insurance carried by Consultant.

- F. Certificates must provide for 30 days written notice to Certificate Holder prior to cancellation or change.

- G. The Certificate Holder should be shown as: City of Central, 13421 Hooper Road, Suite 8, Central, LA 70818

NOTE TO PROPOSERS:

- 1) **Submit evidence of Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**

ATTACHMENT B COST PROPOSAL FORM

**CITY OF CENTRAL
DISASTER MANAGEMENT AND MONITORING SERVICES PROPOSAL**

Hourly Labor Rate for Debris Monitoring and Other Post-Event Management Services.

Note to Proposers: All costs proposed are to be inclusive of labor, materials, equipment and supplies, etc. necessary to provide the scope of services outlined in this RFP for the below listed hourly rates. Rates proposed include all expenses, including general overhead, equipment, field overhead, and profit and travel and per diem, including all necessary lodging needed to provide these services. **The contract period may be extended for two additional one year periods.**

Positions	Proposed number to provide for each Position	Straight Time Billable Rate	Overtime Billable Rate
Project Manager			
Operations Manager			
Program Manager			
PW Specialist			
Scheduler/Expeditor			
GIS Analyst			
Field Supervisor			
Debris Site/Tower Monitor			
Environmental Specialist			
Project Inspector (Citizen Drop-Off Site Monitor)			
Field Coordinator (Crew Monitor)			
Load Ticket Data Entry Clerk (QA/QC)			
Billing/Invoice Analyst			
Project Coordinator			
Other required positions (to be defined by proposers, if applicable)*			

Attachment C

Sample Contract for MONITORING SERVICES FOR DISASTER STREET-CLEARING, DEBRIS COLLECTION, REMOVAL, PROCESSING, DISPOSAL, AND MANAGEMENT SERVICES

This Contract is effective this ____ of _____, 2019 by and between the City of Central, herein referred to as “City” and _____, herein referred to as “Consultant.”

Consultant shall provide consulting services for disaster management and monitoring services, as described herein and as more fully described in the August 6, 2019, “Request for Proposal for Monitoring Services for Disaster Street-Clearing and Storm Debris Collection, Removal, Processing, Disposal, and Management Services.”

Consultant agrees to proceed, upon written notice of the Mayor or his designee, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the Mayor. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall include the providing of technical advice to the City and support debris management operations; emergency push/road clearance coordination; and provide other as-requested field services. Detailed services shall be as set forth in the Scope of Services section of the August 6, 2019, “Request for Proposal for Monitoring Services for Disaster Street-Clearing and Storm Debris Collection, Removal, Processing, Disposal, and Management Services.”

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in: a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the City, Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

SERVICES TO BE PERFORMED BY THE CITY: The City will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available.

COMPENSATION AND PAYMENT: The City shall pay and Consultant agrees to accept compensation for the services to be performed under this contract, at the rates indicated on the Pricing Form attached and made a part of the contract. Consultant must submit invoices regularly and for no more than 31 day periods. Subject to the approval of the Mayor or his designee, these invoices will be paid within 30 days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and the City shall not be bound until such time as a Contract is fully executed between the City and the Consultant and all required approvals are obtained.

DOCUMENTS: All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of the City, and the City shall not be restricted in any way whatsoever in its use of such materials. Consultant agrees to maintain all payroll and equipment hours related to this Contract and to promptly provide such documents to the City upon its request. The Consultant hereby agrees to allow the Federal government, State government, and the City to have access to the Consultant's records related to this Contract.

DELAYS AND EXTENSIONS: Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

TERMINATION: The City may terminate this Contract for cause based upon the failure of Consultant to comply with the terms and/or conditions of the Contract, provided that the City shall give the Consultant written notice specifying the Consultant's failure. If within ten days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in ten days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place the Consultant in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the Contract may constitute default and may be cause for cancellation of the Contract.

The Consultant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City to comply with the terms and conditions of this Contract provided that the Consultant shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to cure the defect.

The City may terminate the Contract at any time without penalty by giving ten days written notice to the Consultant of such termination or negotiating with the Consultant an effective date. The Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The continuation of this Contract is contingent upon the appropriation of funds by the City Council to fulfill the requirements of the Contract by the City Council. If the City Council fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Mayor or by any means provided in Louisiana law or in the City of Central ordinances, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Mayor or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Consultant shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional contractors under similar circumstances at the time the services are performed, with the City interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Consultant shall procure all permits and licenses applicable to the services to be performed and/or required by law and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Consultant agrees to indemnify, defend, and hold harmless the City from any and all claims, lawsuits, losses, damages, expenses or other liabilities, including but not limited to those connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City by any party which arises out of actions or inactions of consultant in performing its obligations under this Agreement.

Consultant, its agents, employees and insurer(s) hereby release the City, its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way of subrogation or otherwise for any claim, lawsuit, loss, damage, expense, or other liability which Consultant, its agents or insurers may sustain incidental to or in any way related to Consultant's operations under this Agreement.

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

DRUG FREE WORKPLACE: In the interest of job safety and to protect the general public, other contractors and the City's employees from the consequences of accidents that are caused by worker abuse of controlled substances on City construction projects, the Consultant certifies by submission of its proposal that it will make a good faith effort to maintain a drug-free jobsite.

SAFETY: The Consultant shall be solely responsible for maintaining safety at all work sites, including properly constructed monitoring towers. The Consultant shall take all reasonable steps to insure safety for both workers and visitors to work sites. The Consultant will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

AFFIDAVIT AND CORPORATE RESOLUTION: The Consultant shall attest by Affidavit, that this Contract was not secured through employment or payment of a solicitor. If Consultant is a legal entity, a resolution is furnished as evidence of authority to execute the affidavit.

CIVIL RIGHTS COMPLIANCE: The Consultant agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices and will render services under this Contract and any contract entered into as a result of this Contract, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract and any contract entered into as a result of this Contract.

ADDITIONAL REQUIREMENTS OF STATE GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

BREACH: Any controversy or claim arising out of or relating to this Contract, or breach thereof, shall be brought in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

TAXES: Any taxes, other than state and local sales and use taxes, from which the City is exempt, shall be assumed to be included within the Consultant's cost.

RIGHT TO AUDIT: The City, State Legislative auditor, federal auditors, and internal auditors of the Division of Administration, or others so designated shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five years after project completion or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of Contract, or any payment under the Contract, requires the advanced written approval of the City.

CONFIDENTIALITY: The following provision will apply unless the City's statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City's operations which are designated confidential by the City or State and made available to the Consultant in order to carry out this Contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City. The identification of all such confidential data and information as well as the City's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the City to be adequate for the protection of the City's confidential information, such methods and procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this Contract for a period of at least five years from termination of the Contract.

ORDER OF PRECEDENCE: The Request for Proposals, dated August 7, 2019, and the Consultant's Proposal are attached hereto and incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP, and subsequent addenda (if any) and finally, the Consultant's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

INSURANCE: The Consultant shall comply with all insurance requirements set forth by any applicable law and with those requirements set forth in the Request for Proposals.

PROCUREMENT: The City and Consultant agree that they will abide by all applicable provision of federal law including section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

DECLARATION: By entering into this Contract, the Consultant hereby agrees that it, its principles, or its affiliates are currently not disqualified as a result of debarment or suspension. Consultant hereby affirms that it is not employed by or affiliated with the debris removal contractor under contract with the City of Central.

LAWS: The Consultant hereby agrees to comply with all Federal and State law, including but not limited to the Copeland Anti-Kickback Act, Davis-Bacon Act, Contract Work-Hours and Safety Standards Act, Clean Air Act and Federal Water Pollution Act, Byrd Anti-Lobbying Amendment, Executive Orders 11246 and 11375, and all mandatory standards and policies relating to energy efficiency which are contained in the State's energy conservation plan.

COMPLETE CONTRACT: This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract, and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, the City and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

CITY OF CENTRAL

David R. Barrow, Mayor

CONSULTANT

By: _____
Printed Name:

Title: _____

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

AFFIDAVIT

BEFORE ME, the undersigned authority, personally came and appeared:

who, being duly sworn did depose and state:

That he/she is a duly authorized representative of _____
authorized to execute documents related to the proposal for

***MONITORING SERVICES FOR DISASTER STREET-CLEARING
AND STORM DEBRIS COLLECTION, REMOVAL, PROCESSING,
DISPOSAL, AND MANAGEMENT SERVICES***

a public project of the City of Central, Louisiana: that no person, corporation, firm, association, or other organization was employed, either directly or indirectly, to secure the public contract other than persons regularly employed by him whose services in connection with the project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price to be received by will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed whose services in connection with the project were in the regular course of their duties for him

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of September, 2019, in
_____(city), _____(state).

NOTARY PUBLIC

THE ATTACHED PROPOSER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Managing Partner: _____

Telephone No.: _____ Fax No.: _____

Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Manager: _____

Telephone No.: _____ Fax No.: _____

Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

Email: _____

IF PROPOSER IS PART OF A JOINT VENTURE, ALL PARTIES TO THE PROPOSAL MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____, a corporation organized under the laws of the State of _____, and domiciled in _____, was held this ____ day of _____, 2016, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Central, State of Louisiana.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Mayor, City of Central, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 2019, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 2019

SECRETARY