



City of St. George State of Louisiana

REQUEST FOR PROPOSALS FOR POST-DISASTER ROADWAY CLEARING SERVICES (“The PUSH”)

Proposals Due: Tuesday, May 12, 2026 at 2:00 p.m. CST

1.0 Introduction

The City of St. George (“CITY”) seeks qualified contractors to respond to this Request for Proposals (“RFP”) by providing sealed proposals for post-disaster roadway clearing services within the CITY limits.

The intent of this RFP is to select a contractor with the experience, equipment, and personnel necessary to rapidly and safely clear public roadways and rights-of-way following hurricanes, severe storms, tornados, floods, or other declared emergencies.

The objective of “The PUSH” is to restore access for emergency responders, utility crews, and the public by removing debris and obstructions from CITY-maintained roadways in the immediate aftermath of a disaster.

The CITY intends to ensure all work performed is eligible for funding through available funding sources including FEMA’s Public Assistance (PA) Program and performed in accordance with FEMA regulations, policies, and guidelines, as well as with any other applicable federal, state, and local laws, regulations, policies, and guidelines.

This contract is intended to serve as a pre-event contract compliant with FEMA Public Assistance (PA) Program requirements under Category A – Debris Removal and Category B - Emergency Protective Measures (See FEMA Public Assistance Program and Policy Guide Version 5.0 Amended, Effective January 6, 2025 FP 104-009-2) (https://www.fema.gov/sites/default/files/documents/fema_pa_pappg-5.0-amended.pdf).

Respondents must submit a sealed proposal on or before Tuesday, May 12, 2026 at 2:00 p.m. CST via the Central Bidding Platform (www.centralbidding.com) or via the delivery of hard copies to St. George City Hall.

2.0 Background

The CITY, a municipality with an area of approximately 60 square miles situated in the southeast corner of East Baton Rouge Parish, is governed by the Lawrason Act, La. R.S. 33:381, et seq. The CITY was incorporated by an election held on October 12, 2019.

3.0 General Terms and Conditions

The CITY has exercised due care in the preparation of this RFP; however, Respondents are solely responsible for fully reviewing and complying with all requirements and conditions. The CITY SHALL NOT be responsible for any errors or omissions in any proposal.

Respondents are solely responsible for the cost of preparing, submitting, and delivering the proposal. Failure to deliver a proposal in accordance with this section shall result in rejection of the proposal.

All proposals submitted in response to this RFP shall become the property of the CITY.

All proposals are considered valid until an award is made. An award is anticipated to be made by Tuesday, May 26, 2026.

The CITY encourages participation from minority-owned, women-owned, and small businesses.

Respondents are solely responsible for complying with all applicable federal, state, and local laws including, but not limited to:

- 2 CFR Part 200 (Uniform Guidance)
- FEMA Public Assistance Program and Policy Guide (PAPPG)
- Louisiana Public Works Act
- OSHA regulations

4.0 Tentative Schedule of Events

Any revisions to schedule will be posted on the CITY's website at www.stgeorgela.gov. The CITY reserves the right to change the Schedule of Events or issue addenda. Only addenda issued by the CITY shall be binding. Respondents are solely responsible for checking the website for any changes.

Activity	Description	Date & Time (CST)
Publication of Notice in Official Journal	Request for RFPs published in The Advocate	Wednesday, April 8, 2026
		Friday, April 10, 2026
		Monday, April 13, 2026
Publication of Notice on Websites	www.stgeorgela.gov and www.centralbidding.com	Monday, April 6, 2026
Inquiries	Deadline to submit inquiries via email to: melinda.kyzar@stgeorgela.gov	Wednesday, April 15, 2026
Response to Inquiries	Deadline for the CITY to post inquiries and responses thereto on www.stgeorgela.gov	Tuesday, April 21, 2026
Addenda	Deadline for Addenda if necessary, to be posted on www.stgeorgela.gov and www.centralbidding.com	Tuesday, April 28, 2026
Proposals Due	Deadline for receipt of proposals from Respondents	Tuesday, May 12, 2026 at 2:00 p.m. CST
Ranking of Proposals and Respondent Interviews	Designees rank proposals and set interview schedule for Respondents, if necessary	Thursday, May 14, 2026
Interviews and Selection of Contractor	Interviews of Respondents begins, if necessary	Friday, May 15, 2026
	Recommendation to Council	Tuesday, May 26, 2026

5.0 Questions and Communications

All questions and communications concerning any portion of this RFP shall be submitted in writing via email to:

City of St. George
Attn: Melinda Kyzar
Email: melinda.kyzar@stgeorgela.gov

All inquiries together with responses thereto shall be posted on the CITY's website (www.stgeorgela.gov) on or before Tuesday, April 21, 2026.

To ensure a fair and objective evaluation of all proposals, Respondents, their agents, and representatives thereof SHALL NOT initiate contact or communications with any appointed or elected official or employee of the CITY regarding this RFP until after the award of a contract or until this RFP has been cancelled. Violation of this requirement may result in rejection of the proposal.

6.0 Scope of Services

The CITY seeks a qualified contractor to perform post-disaster roadway clearing services ("The PUSH"), including but not limited to the following:

A. Definition of "The PUSH"

"The PUSH" is defined as the initial seventy-two (72) hour emergency phase following a disaster. Work shall focus exclusively on restoring access by pushing disaster-generated debris and obstructions to the edge of the roadway to allow safe passage by emergency responders, utility crews, and the public.

Removal, processing, hauling, and final disposal of disaster-generated debris is NOT included unless separately authorized in writing in advance.

The work described herein are intended to provide as-needed post-disaster roadway clearing services. The CITY reserves the right to negotiate the terms and conditions of any Master Services Agreement awarded pursuant to this RFP. The award of any Master Services Agreement pursuant to this RFP does not guarantee the issuance of any Task Order or a minimum amount of work.

Respondent must be capable of mobilizing within four (4) hours of an official Notice to Proceed.

B. Emergency Roadway Clearance

Respondent 's duties and responsibilities shall include the following:

- Removal of fallen trees, limbs, and vegetative debris from public roadways and rights-of way.
- Removal of construction debris, building materials, and other disaster-generated debris obstructing public roadways and rights-of-way.
- Clearing of blocked intersections and access routes.
- Cutting and stacking of debris at right-of-way line excluding drainage areas.
- Removal of abandoned or inoperable vehicles or large obstructions when necessary to eliminate immediate threats to life, health, and safety.
- Clearing of critical infrastructure and utility corridors.

C. Priority Route Clearing

Respondent's initial focus shall be the clearance of designated emergency corridors and the restoration of access to the following locations pursuant to a map provided by the Public Works Department:

- Fire stations
- Law enforcement facilities
- EMS facilities
- Hospitals and medical facilities
- Critical infrastructure and utility corridors

D. Equipment and Operations

Respondent shall be responsible for providing sufficient personnel and equipment to initiate operations within four (4) hours of activation.

Required equipment includes, but is not limited to:

- Chainsaws
- Excavators
- Front-end loaders
- Skid steers

- Grapple trucks
- Dump trucks

Equipment must be actively engaged in post-disaster roadway clearing services to be billable.

Respondent shall avoid damage to roads, utilities, drainage structures, signage, and private property.

E. Traffic Control and Safety

Respondent shall comply with the Manual on Uniform Traffic Control Devices (MUTCD) for traffic control.

Respondent shall comply with OSHA standards and maintain appropriate safety measures.

F. Documentation and FEMA Compliance

All work performed by Respondent must comply with FEMA Public Assistance (PA) Category A - Debris Removal and/or Category B - Emergency Protective Measures (See FEMA Public Assistance Program and Policy Guide Version 5.0 Amended, Effective January 6, 2025 FP 104-009-2)

(https://www.fema.gov/sites/default/files/documents/fema_pa_pappg-5.0-amended.pdf)

eligibility requirements including, but not limited to:

- Debris must be disaster-generated
- Work must eliminate immediate threats
- Work must occur within public roadways and rights-of-way

Respondent shall maintain:

- Daily work logs identifying roadways or rights-of-way cleared
- Equipment and labor logs
- GPS tracking data (if available)
- Photo documentation (if required)
- Fringe benefit documentation
- Subcontractor compliance records

No payment shall be made without adequate FEMA-compliant documentation.

G. Billing Restrictions

Respondent SHALL NOT bill for any of the following:

- Idle equipment
- Lunch and rest periods
- Travel to or from staging areas

7.0 Minimum Qualifications

Respondents must meet the following minimum qualifications:

- Respondent must be authorized to conduct business in the State of Louisiana
- Respondent must have an active registration in the federal System for Award Management (SAM.gov)
- Respondent must be in possession of a Unique Entity Identifier (UEI)
- Respondent must not have any current or prior suspension or debarment from federal contracting
- Respondent must have demonstrated experience in disaster recovery project involving FEMA, HUD, or other federal disaster programs
- Respondent must have completed at least three (3) disaster recovery projects of a comparable nature and scope
- Respondent must maintain minimum insurance coverages as provided for herein

The CITY reserves the right to reject proposals from any Respondent that fails to meet the minimum qualifications, which proposals will be deemed non-compliant.

8.0 Insurance Requirements

Respondent must maintain the following insurance coverages:

Commercial General Liability (Occurrence Basis):
\$2,000,000 (Aggregate)
\$1,000,000 (Each Occurrence)

Business Auto Liability (Any Auto; Owned, Non-Owned & Hired)
\$1,000,000

Umbrella Liability
\$2,000,000

Professional Liability (Errors & Omissions)
\$1,000,000

Workers Compensation
Full statutory limits for State of Louisiana

The CITY must be named as additional insured on all general liability policies described above.

Certificates must provide for thirty (30) days written notice to the Certificate Holder prior to cancellation or change in coverage. The Certificate Holder should be shown as: City of St. George, 11207 Proverbs Avenue, St. George, Louisiana 70817.

Respondent shall include certificates of insurance with its proposal and if awarded shall provide certificates of insurance upon request.

9.0 Conflict of Interest

Respondent shall not have a real or perceived conflict of interest with the CITY or any appointed or elected official or employee of the CITY. A conflict of interest includes, but is not limited to:

- Respondent is owned by an immediate family member of an appointed or elected official or employee of the CITY, which would present a conflict under the Louisiana Code of Governmental Ethics.
- Respondent has a business relationship with an appointed or elected official or employee of the CITY, which would present a conflict under the Louisiana Code of Governmental Ethics.
- Respondent employs an immediate family member of an appointed or elected official or employee of the CITY, which would present a conflict under the Louisiana Code of Governmental Ethics.

10.0 Reservation of Rights

The CITY reserves the right to cancel this RFP.

The CITY reserves the right to reject any or all proposals.

The CITY reserves the right to waive administrative informalities or minor irregularities in any proposal.

The CITY reserves the right to communicate verbally or in writing with any or all Respondents to seek clarification of any proposal or to determine the proposal in the best interest of and most advantageous to the CITY, but the CITY may make an award based upon the proposals without further communication.

The CITY reserves the right to communicate verbally or in writing with one or more Respondents regarding a Best and Final Offer (BAFO). The Respondents will be provided with a list of specific items to be addressed in the BAFO with instructions for submission. The BAFO may be used to clarify the scope of work or to obtain the most cost-effective pricing available from Respondents.

The CITY reserves the right to award one or more contracts for similar services to different Respondents as deemed in the best interest of the CITY.

11.0 Format for Proposals

Proposals shall be submitted either electronically through the Central Bidding platform at www.centralbidding.com or delivered to St. George City Hall. If not submitted electronically through the Central Bidding platform, Respondents must submit five (5) hard copies of the proposal to:

City of St. George
Attn: Melinda Kyzar
11207 Proverbs Avenue
St. George, Louisiana 70816

Sealed proposals shall be labeled “RFP – Post-Disaster Roadway Clearing Services, City of St. George”

Respondents are solely responsible for ensuring that proposals are successfully uploaded or delivered prior to the submission deadline. Late submissions shall not be accepted.

All proposals shall include:

A. General Information

Respondent shall provide the following identification/contact information:

- Name of Respondent
- Telephone number

- Physical address, and if different mailing address
- Federal Tax ID number
- DUNS number
- Identity and contact information for primary point of contact (name, telephone number, physical address, and email address)

B. Company Background and Experience

Respondent shall provide a description of its relevant experience with projects of a similar nature or scope of services within the past five (5) years. Descriptions should include:

- Type of disaster (eg. hurricane, severe storm, tornado, flood, etc.)
- Type of jurisdiction (eg. municipality, county/parish, district, etc.)
- Post-disaster roadway clearing assignments
- FEMA and other grant reimbursement experience

For each project listed as relevant experience within the past five (5) years, Respondent shall provide a listing in table format of project references including project name, brief description of work, scope of project, project budget, operational duration and number of employees, client's contract manager with contact information including telephone number and email address.

Respondent shall identify at least three (3) federally declared disasters in which it has performed work of a similar nature or scope.

Respondent shall provide at least three (3) references from a public entity for which it has performed work of a similar nature or scope.

C. Personnel and Equipment

Respondent shall provide the following information regarding personnel/equipment to be utilized in the performance of the services:

- Organizational chart identifying key personnel responsible for performance of the work.
- Resumes of key personnel including relevant education and training.
- Number of crews available within twenty-four (24), forty-eight (48), and seventy-two (72) hours.
- Identity and contact information for FEMA documentation lead (name, telephone number, physical address, and email address).

- Detailed EMR rating and safety record.
- Detailed equipment inventory.

The key personnel identified in the proposal shall be considered essential to the performance of the work. Respondent should include a plan for the replacement of key personnel, and the repair or replacement of essential equipment identified in the proposal in the event the originally identified personnel and/or equipment were unavailable for the completion of the work.

The replacement of any key personnel shall require written approval in advance from the CITY. Any proposed replacement personnel must possess qualifications equal to or greater than the originally identified personnel.

D. Technical Approach

Respondent shall provide the following information regarding the proposed work to be performed:

- Initial mobilization plan
- Operational plan for the first seventy-two (72) hours
- Coordination plan with the CITY
- Quality control procedures and plan

E. Conflict of Interest Disclosure

Respondent shall identify any actual or potential conflicts of interest including, but not limited to the following:

- Current post-disaster roadway clearing or other disaster recovery work for FEMA applicants in FEMA Region 6.
- Relationships with contractors, vendors, or suppliers likely to participate in disaster recovery projects for the CITY.
- Prior engagements with the CITY within the past three (3) years.
- Business or financial relationships that could impair impartial performance of the work.

Respondent shall affirmatively warrant that adequate capacity exists to include work for the CITY pursuant to this RFP.

The CITY reserves the right to require detailed mitigation plans or to reject proposals presenting unacceptable conflicts of interest.

F. Litigation/Arbitration Dispute Disclosure

Respondent shall provide the following information regarding current and prior litigation/arbitration disputes involving Respondent, which arise out of disaster recovery projects:

- Current or recent (within the last five (5) years) disaster recovery projects or work assignments from which Respondent was terminated prior to the end of the contract term or completion of the project including, but not limited to a detailed explanation of the reason(s) for the termination.
- Recent (within the last five (5) years) lawsuits and arbitration disputes in which Respondent was a party including, but not limited to the caption, docket number, jurisdiction, nature of the lawsuit/arbitration dispute (factual and legal), and if applicable, the outcome of the lawsuit/arbitration dispute.

G. Cost Proposal and Pricing

Respondent shall provide fully burdened hourly rates inclusive of:

- Labor
- Equipment
- Materials
- Supplies
- Fuel
- Maintenance
- Insurance
- Overhead and Profit
- Expenses
- Taxes
- Costs of Mobilization

Rates must remain firm for three (3) years.

Compensation under this contract shall be based solely on the hourly rates or other pricing structures approved by the CITY.

Compensation shall not be based on any of the following:

- A percentage of the project costs.
- A percentage of the grant proceeds.
- A percentage of reimbursements recovered.
- Cost-plus-a-percentage-of-cost methods.
- Any contingent compensation tied to the amount of disaster assistance received.

Such compensation structures are prohibited under federal procurement regulations.

H. Exhibits and Attachments

- Instructions to Respondent (Exhibit A)
- Respondent Identification Form (Attachment A)
- Cost Proposal Form (Attachment B)
- Insurance Requirements / Proof of Insurance (Attachment C)
- Corporate Resolution / Authorization (Attachment D)
- Affidavit of Employee Status Verification [La. R.S. 38:2212.10] (Attachment E)
- Affidavit of Non-Collusion [La. R.S. 38:2224] (Attachment F)

All required attachments must be executed by a duly authorized representative of Respondent and, if applicable, witnessed and/or notarized. Additional materials submitted may not be considered.

I. Required Federal and State Contract Clauses

Any Master Services Agreement entered into pursuant to this RFP shall include the following clauses and certifications:

- Administrative, Contractual and Legal Remedies
- Termination for Cause and Convenience [FAR 52.249]
- Davis-Bacon Act [40 USC 3141, et seq. / 29 CFR 5.5] (if applicable)
- Copeland Anti-Kickback Act [40 USC 3145 / 29 CFR Part 3] (if applicable)
- Contract Work Hours and Safety Standards Act [FAR 52.222-4] (if applicable)
- Rights to Inventions Made Under a Contract
- Clean Air Act [42 USC 7401, et seq.] (if applicable)
- Water Pollution Control Act [33 USC 1251, et seq.] (if applicable)
- Debarment and Suspension [2 CFR 180 / 2 CFR 1200]
- Byrd Anti-Lobbying Amendment Certification [31 USC 1352]
- Procurement of Recovered Materials [2 CFR 200.323] (if applicable)

- Domestic Preferences for Procurement [2 CFR 200.322] (if applicable)
- Equal Employment Opportunity Certification (Executive Order 11246)
- Appendix II Compliance Certification [2 CFR 200]
- Access to Records Certification [2 CFR 200.336 / 2 CFR 200.337]
- Contract Changes and Modifications
- Compliance with Federal Laws, Regulations and Executive Orders
- No Obligation by Federal Government
- Program Fraud and False or Fraudulent Statements or Related Acts
- Audit Cooperation
- Indemnification
- Conflict of Interest
- Documentation Retention

12.0 Term / Deployment

The work shall begin upon receipt of an official Notice to Proceed, shall continue until completed. Contractor must be prepared to deploy personnel and equipment necessary to perform those services identified in this RFP within four (4) hours of receipt of such Notice to Proceed. When additional services are needed to meet the CITY's requirements for post-disaster roadway clearing services, contractor shall increase the number of personnel and/or amount of equipment as needed.

13.0 Review and Evaluation of Proposals

Proposals will be reviewed to determine compliance with the administrative and mandatory requirements of this RFP. Proposals determined to be non-compliant or not responsible will be rejected and not scored.

Responsive (compliant) and responsible proposals will be evaluated based upon the information and documentation provided in the proposal. The CITY reserves the right to validate the information provided in the proposals through third-party references.

Proposals will be evaluated to determine which proposal is most advantageous to the CITY and will consider all of the criteria set forth in this RFP.

The evaluation shall be conducted according to the following:

Selection Criteria	Percentage
1. Respondent's background and relevant experience in disaster recovery projects.	20%
2. Respondent's technical approach and mobilization capacity.	20%
3. Respondent's personnel qualifications and equipment availability.	15%
4. Respondent's cost proposal and pricing.	30%
5. Respondent's FEMA compliance experience.	15%

14.0 Announcement of Award

The CITY will notify the successful Respondent of the award and will notify all other respondents that they were unsuccessful. Proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44:1, *et seq.*), shall be made available, upon written request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

15.0 Claims or Controversies

Any Respondent who believes they were adversely affected by the CITY's procurement process or award may file a protest. Protests 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 (7) calendar days from the date proposals were opened. The CITY in its sole discretion may suspend, postpone, or defer the proposal process and/or award in whole or in part upon receipt of a timely protest. The CITY shall act upon timely protests within fifteen (15) calendar days from the receipt thereof. The written protest shall be a condition precedent to any other proceedings in connection with a proposal and shall be considered the administrative remedy available to review protests.

EXHIBIT A

INSTRUCTIONS TO RESPONDENTS

1. Respondents should review the entire Request for Proposals (RFP) prior to responding. Respondents are responsible for supplying all labor, equipment, materials, and supplies necessary to complete the work. Nothing contained herein shall constitute an amendment, revision, or correction of the RFP.
2. The RFP title and Respondent's name must be clearly printed on the outside of the sealed proposal envelope. Only one proposal will be accepted from each Respondent.
3. The method and timeliness of submission of the proposals is the sole responsibility of the Respondent. All proposals must be submitted either electronically through the Central Bidding Platform at (www.centralbidding.com) or delivered to St. George City Hall on or before the specified deadline. If not submitted electronically through the Central Bidding platform, Respondents must submit five (5) hard copies of the proposal to the CITY at City of St. George, Attn: Melinda Kyzar, 11207 Proverbs Avenue, St. George, Louisiana 70817. Late proposals shall not be accepted. Items must be marked ATTN: RFP – Post-Disaster Roadway Clearing Services, City of St. George.
4. After opening, proposals may not be withdrawn for a period of sixty (60) days.
5. Proposals shall be on copies of the RFP form furnished by the CITY. The CITY will accept proposals from Respondents in whose name the RFP forms were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the proposal non-compliant and subject to rejection.
6. The CITY specifically reserves the right to evaluate proposals and award items separately, grouped, or on an all or none basis, to accept the proposals in the best interest of the CITY, and to reject all proposals if that is in the best interest of the CITY.
7. All proposals must be clearly typed or handwritten. Inability to read any information may result in rejection of the proposal.
8. All proposals must be signed by an individual authorized to bind Respondent. Failure to do so shall result in rejection of the proposal.
9. Written Addenda issued prior to opening which modifies the RFP shall become a part of the RFP and shall be incorporated within the contract. Only a written interpretation or correction by written Addendum shall be binding. Respondents shall not rely upon any interpretation or correction given by any other method.
10. Contract prices shall remain fixed for the duration of contract and no price increases shall be allowed. In the event of a price decrease, the CITY must be notified immediately and be allowed to take advantage of such decrease beginning with the effective date of

the price decrease.

11. The CITY is a municipality to which the Louisiana Code of Governmental Ethics, La. R.S. 42:1101, *et seq.* (Ethics Code) applies. Information regarding the Ethics Code is located at (<https://ethics.la.gov>.) La. R.S. 42:1113 prohibits elected officials, public employees, members of the immediate family of public servants and legal entities in which the public servant has a controlling interest from bidding on or entering any contract, subcontract or other transaction under the supervision or jurisdiction of the public servant's agency. La. R.S. 42:1102(13) defines "immediate family" as the children, spouses of the children, the siblings, the spouses of the siblings, the parents, the spouse and the parents of the spouse of a public servant. La. R.S. 42:1102(2) defines "agency" to be a department, division, agency, commission, board, committee, or other organizational unit of a governmental entity. La. R.S. 42:1102(8) defines "controlling interest" as any ownership interest in any legal entity or beneficial interest in a trust, held by or on behalf of an individual or a member of his immediate family either individually or collectively, which exceeds 25% of that legal entity.

Each Respondent is responsible for ensuring that there SHALL NOT be ANY conflict of interest or other violation of the Ethics Code, if Respondent is selected. Respondents should direct all inquiries regarding the applicability of the Ethics Code to the Louisiana Board of Ethics at P.O. Box 4368, Baton Rouge, Louisiana 70821, or by telephone to (225) 219-5600 or 1-800-842-6630.

12. To ensure a fair and objective evaluation of all proposals, Respondents, their agents, and representatives thereof SHALL NOT initiate contact or communications with any appointed or elected official or employee of the CITY regarding this RFP until after the award of a contract or until this RFP has been cancelled. Violation of this requirement may result in rejection of the proposal.

13. Questions concerning this RFP shall be submitted in writing via email to City of St. George, Attn: Melinda Kyzar at melinda.kyzar@stgeorgela.gov no later than Wednesday, April 15, 2026 at 2:00 p.m. CST. All inquiries together with responses thereto will be posted on the CITY's website (www.stgeorgela.gov) on or before Tuesday, April 21, 2026.

14. If Respondent is placed in default by the CITY for failure to accept a Master Services Agreement or Task Order after being awarded the contract, for failure to timely deliver, or for otherwise unsatisfactory performance of services, Respondent shall be subject to suspension from bidding on any CITY bid or proposal for up to six (6) months. Respondent is not eligible to submit a proposal for any project or contract for work for which it has been placed in default.

15. The CITY is an equal opportunity employer and does not discriminate against anyone on the basis of any protected class including, but not limited to race, sex, creed, color, religion, national origin, ancestry, reprisal, handicap or disability, sexual orientation, marital status, veteran status, or political affiliation.

16. Right To Audit Clause: Respondent shall permit the CITY's authorized representative to periodically inspect and audit all data and records of Respondent relating to performance under the contract.

17. The CITY is exempt from all state and local sales taxes; however, Respondents should include in cost any applicable taxes required to be paid for the employment of personnel and the purchase of equipment, materials, supplies required to perform the work.

18. Respondent, and any sub-contractor, shall comply with all applicable federal, state, and local laws, obtain all permits and possess all licenses required in connection with the work.

19. Respondent shall indemnify the CITY against any and all liens for which the CITY-owned property may become liable as a result of Respondent's work.

20. Before issuance of final payment, Respondent shall be required to submit evidence satisfactory to the CITY evidencing that all payrolls, material and supply bills, and other indebtedness connected with the work have been paid or otherwise satisfied.

21. The CITY, its officials, employees, agents, representatives, and insurers shall not be responsible for the negligent acts and omissions of Respondent or Respondent's officers, directors, employees, agents, representatives, or subcontractors, nor shall Respondent or Respondent's officers, directors, employees, agents, representatives, or subcontractors be responsible for the negligent acts or omissions of the CITY, its officials, employees, agents or representatives. Accordingly, Respondent shall indemnify and save the CITY, its officials, employees, agents, representatives, and insurers harmless from any and all claims, suits and actions of any character, name or description whatsoever brought for or on account of any injury or damage to any person or property arising out of the work performed by Respondent or Respondent's officers, directors, employees, agents, representatives or subcontractors.

22. Respondent shall furnish proof of insurance required by Attachment C commensurate with the submission of a proposal, the execution of a contract, and prior to commencing any work pursuant to this RFP.

23. Respondent shall furnish a performance bond in the estimated contract amount when a Notice to Proceed is issued.

24. Respondent shall submit an appropriate corporate resolution / authorization approving the RFP and the contract.

25. Respondent and its subcontractors shall certify compliance with any federal or state employee status verification requirements including, but not limited to La. R.S. 38:2212.10 which requires private employers that contract with public entities to participate in an electronic verification of work authorization program pursuant to the Illegal Immigration

Reform and Immigrant Responsibility Act of 1996 [8 USC 1324(a)].

26. Respondent and its subcontractors shall certify compliance with any federal or state non-solicitation requirements including, but not limited to La. R.S. 38:2224 which requires contractors and subcontractors receiving value for services rendered in connection with a public contract to execute an affidavit attesting that no third-party was utilized to secure the public contract and no third-party was paid or will be paid any portion of the public contract price.

27. Respondent and its subcontractors shall agree to any federal or state contract requirements including, but not limited to mandatory contract language.

28. DAVIS-BACON ACT: If applicable, Respondent shall comply with the mandates dictated by the Davis-Bacon Act [40 USC 3141, *et seq.*] which require contractors on federal/federally assisted construction projects exceeding \$2,000.00 to pay laborers and mechanics no less than the locally prevailing wages and fringe benefits, as determined by the U.S. Department of Labor. Contractors must pay wages weekly, submit certified payroll records, and comply with safety and anti-kickback regulations.

29. COPELAND ANTI-KICKBACK ACT: Respondent shall comply the mandates dictated by the Copeland “Anti-Kickback” Act [40 USC 3145] which provide that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which it is otherwise entitled.

30. CONTRACT WORK HOURS AND SAFETY STANDARDS: If applicable, Respondent shall comply with the mandates dictated by FAR 52.222-4 which requires contractors and subcontractors on federal/federally assisted projects exceeding \$100,000.00 to pay laborers and mechanics, including guards and watchpersons, overtime pay in accordance with the Fair Labor Standards Act (FLSA).

31. CLEAN AIR ACT: Respondent shall comply with the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 USC 7401, *et seq.*] which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

32. WATER POLLUTION CONTROL ACT: Respondent shall comply with the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Water Pollution Control Act [33 USC 1251, *et seq.*] which prohibits the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

33. ENERGY POLICY AND CONSERVATION ACT: Respondent shall comply with the 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 [PL 94-163].

34. DEBARMENT ACT: By signing and submitting a proposal, Respondent certifies that neither Respondent nor any subcontractors or principals are suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in the Office of Management and Budget (OMB) Uniform Grant Guidance regulations. A list of parties who have been suspended or debarred can be viewed at <http://www.sam.gov>.

35. ANTI-LOBBYING ACT AND BYRD ANTI-LOBBYING AMENDMENT: Respondent shall comply with any mandates dictated comply with any federal statutes required in the Anti-Lobbying Act [18 USC 1913] and the Byrd Anti-Lobbying Amendment [31 USC 1352]

36. PROCUREMENT OF RECOVERED MATERIALS: If applicable, Respondent shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

37. MANDATORY STANDARDS: Respondent shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (La. R.S. 40:1730.49).

38. EQUAL EMPLOYMENT OPPORTUNITY Respondent shall comply with the requirements of Title VII of the Civil Rights Act of 1964 and any state law equivalent and shall not discriminate against employees or applicants due to any protected characteristic including, but not limited to race, sex, creed, color, religion, national origin, ancestry, handicap or disability, or sexual orientation. Respondent shall take Affirmative Action pursuant to Executive Order 11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to any protected characteristic, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Respondent shall also abide by the requirements of the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to any protected characteristic.

ATTACHMENT A

RESPONDENT IDENTIFICATION – COMPLETE ALL APPLICABLE SECTIONS

INDIVIDUAL

Individual's Name: _____

Doing Business As (d/b/a): _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

PARTNERSHIP

Firm Name: _____

Doing business as: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

LIMITED LIABILITY COMPANY

Company Name: _____

Manager/Member Name: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

CORPORATION

(Corporate resolution/Authorization must be submitted with proposal)

Corporation Name: _____

State of Incorporation: _____

Officer Name/Title: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

ALL PARTIES TO A JOINT VENTURE MUST COMPLETE THIS FORM

ATTACHMENT B

COST PROPOSAL FORM

Hourly Labor Rates for Post-Disaster Roadway Clearing Services

Note to Respondents: All proposed hourly rates are to be inclusive of labor, equipment, materials, and supplies necessary to provide the scope of services outlined in this RFP for the below listed hourly rates. Rates proposed should include all expenses and costs associated with the performance of the work including, but not limited to maintenance, insurance, overhead and profit, taxes, and costs of mobilization.

Equipment Type	Hourly Rate w/ Operator	Hourly Rate (No Operator)	Overtime Rate	Notes
Excavator	\$ _____	\$ _____	\$ _____	
Front-End Loader	\$ _____	\$ _____	\$ _____	
Skid Steer	\$ _____	\$ _____	\$ _____	
Dump Truck	\$ _____	\$ _____	\$ _____	
Laborer	\$ _____	N/A	\$ _____	
Supervisor	\$ _____	N/A	\$ _____	

ATTACHMENT C

INSURANCE REQUIREMENTS

CONTRACTOR AND ANY SUB-CONTRACTOR PERFORMING WORK: The Contractor and any Sub-contractor performing work shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. The Contractor SHALL NOT commence work 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 unless otherwise approved by the CITY. Contractor is solely responsible for assuring that its Sub-contractors meet these insurance requirements.

Commercial General Liability (Occurrence Basis):

\$2,000,000 (Aggregate)

\$1,000,000 (Each Occurrence)

Business Auto Liability (Any Auto; Owned, Non-Owned & Hired)

\$1,000,000

Umbrella Liability

\$2,000,000

Professional Liability (Errors & Omissions)

\$1,000,000

Workers Compensation

Full statutory limits for State of Louisiana with Employer's Liability Coverage

The CITY must be named as additional insured on all general liability policies described above.

Certificates must provide for thirty (30) days written notice to the Certificate Holder prior to cancellation or change in coverage. The Certificate Holder should be shown as: City of St. George, 14100 Airline Highway, St. George, LA 70817

Respondent shall include certificates of insurance with its proposal and if awarded shall provide certificates of insurance upon request.

ATTACHMENT D
CORPORATE RESOLUTION

STATE OF _____

PARISH / COUNTY OF _____

A meeting of the Board of Directors of [INSERT NAME OF CORPORATION], a corporation organized under the laws of the State of [INSERT STATE OF INCORPORATION], domiciled in [INSERT PRINCIPAL PLACE OF BUSINESS ADDRESS], and authorized to do business in the State of Louisiana was held this _____ day of _____, 20____, 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 [INSERT NAME AND TITLE OF AUTHORIZED OFFICER] is hereby authorized to submit proposals and execute agreements on behalf of [INSERT NAME OF CORPORATION] with the City of St. George, 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, which shall not take effect until the City of St. George, State of Louisiana has been notified in writing and furnished a copy of said resolution, duly certified.

I, [INSERT NAME OF CORPORATE SECRETARY], hereby certify that I am the Secretary of [INSERT NAME OF CORPORATION], a corporation organized under the laws of the State of [INSERT STATE OF INCORPORATION], domiciled in [INSERT PRINCIPAL PLACE OF BUSINESS ADDRESS], and authorized to do business in the

State of Louisiana; 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 _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

Signed this ____ day of _____, 20____ at [INSERT CITY], [INSERT STATE].

SECRETARY

ATTACHMENT E

AFFIDAVIT OF EMPLOYEE STATUS VERIFICATION [LA. R.S. 38:2212.10]

STATE OF _____

PARISH / COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared [INSERT NAME OF AFFIANT] who, being duly sworn did depose and state that:

Affiant is a duly authorized agent and representative of [INSERT INDIVIDUAL'S NAME OR NAME OF BUSINESS ENTITY] and authorized to execute documents related to the proposal for

POST-DISASTER ROADWAY CLEARING SERVICES

a public project of the City of St. George, State of Louisiana; that [INSERT INDIVIDUAL'S NAME OR NAME OF BUSINESS] is registered and participates in a status verification system to verify that all new employees in the State of Louisiana are legal citizens of the United States or are legal aliens; and that [INSERT INDIVIDUAL'S NAME OR NAME OF BUSINESS] shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.

AFFIANT

SWORN TO AND SUBSCRIBED before me on this ____ day of _____, 20____ at [INSERT CITY], [INSERT STATE].

NOTARY PUBLIC

ALL CONTRACTORS AND SUBCONTRACTORS MUST SUBMIT THIS AFFIDAVIT

ATTACHMENT F

AFFIDAVIT OF NON-COLLUSION [LA. R.S. 38:2224]

STATE OF _____

PARISH / COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared [INSERT NAME OF AFFIANT] who, being duly sworn did depose and state that:

Affiant is a duly authorized agent and representative of [INSERT INDIVIDUAL'S NAME OR NAME OF BUSINESS ENTITY] and authorized to execute documents related to the proposal for

POST-DISASTER ROADWAY CLEARING SERVICES

a public project of the City of St. George, State of 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 [INSERT INDIVIDUAL'S NAME OR NAME OF BUSINESS ENTITY] whose services in connection with the project or in securing the public contract were in the regular course of their duties for [INSERT INDIVIDUAL'S NAME OR NAME OF BUSINESS ENTITY]; and that no part of the contract price to be received by [INSERT INDIVIDUAL'S NAME OR NAME OF BUSINESS ENTITY] 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 [INSERT INDIVIDUAL'S NAME OR NAME OF BUSINESS ENTITY].

AFFIANT

SWORN TO AND SUBSCRIBED before me on this _____ day of
_____, 20____ at [INSERT CITY], [INSERT STATE].

NOTARY PUBLIC