

**ADVERTISEMENT
PUBLIC NOTICE
SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY EAST
STATEMENT OF QUALIFICATIONS**

RFQ 2024-003

The Southeast Louisiana Flood Protection Authority – East (“Authority” or “SLFPAE”) covers three consolidated districts: East Jefferson Levee District, Orleans Levee District, and Lake Borgne Basin Levee District.

Our mission is to ensure the physical and operational integrity of the regional flood risk management system, and to work with local, regional, state and federal partners to plan, design and construct projects that will reduce the probability and risk of flooding for the residents within our jurisdiction.

SLFPAE invites interested contractors qualified to provide Disaster Debris Management in accordance with Federal Emergency Management Agency (“FEMA”) guidelines (RFQ 2024-003) to submit Qualifications. The Authority intends to pre-qualify contractors for future competitive bidding after a storm or other qualifying event requires subsequent debris management and disposal services.

Minimum Qualification Requirements – The Authority is seeking to procure one or more qualified and experienced firm(s) with extensive expertise in Disaster Debris Management and Disposal Services as required by this Request for Qualifications (“RFQ”). The firm must possess a minimum of five (5) years’ experience in Debris Management and Disposal Services. The Respondent must have a proven record of successfully completing projects with a similar size, scope, and complexity in debris removal or related field. The Respondent must also have a thorough understanding of working within FEMA guidelines to assure Federal reimbursement of all debris removal activities.

All Respondents shall be held responsible to fully investigate the scope of services, and familiarize themselves with the Authority and any special needs or requirements, to be undertaken based on the information provided in this RFQ.

Qualifications must be submitted in a sealed envelope or box that must be clearly identified on the outside as **“Disaster Debris Management Request for Qualifications (RFQ 2024-003)”**. **Prior to 3:00 pm CDT on Thursday, June 27, 2024**, please provide (5) originals and one digital copy of the submittal documents by hand delivery or mail to:

Southeast Louisiana Flood Protection Authority – East
ATTN: MARTIN EILERS
6920 Franklin Ave.
New Orleans, LA 70122

Responses to this RFQ received after the above stated time will be returned to the Respondent unopened.

Careful attention must be given to all requested items contained in this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.**

All questions and inquiries regarding this RFQ should be directed to Martin Eilers, Risk & Project Management Director, FPA, via email at meilers@floodauthority.org by no later than 9:00 am CDT on **Monday, June 24, 2024**. Questions received after this time will not be answered.

Electronic versions of the bid package are available by e-mailing Martin Eilers at meilers@floodauthority.org. Please include "RFQ 2024-003" in the subject line. Also, a copy of this RFQ and all pertinent documents can be found at the Authority's web site (www.slfpae.com) under the "Business" tab. All questions and answers along with additional information pertaining to this RFQ will also be posted in this location.

The Southeast Louisiana Flood Protection Authority is an Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

The Advocate: June 3, June 10, and June 17, 2024

The Daily Journal to run: Monday, June 3, 2024

REQUEST FOR QUALIFICATIONS DISASTER DEBRIS MANAGEMENT

RFQ NO. 2024-003

DATE ISSUED: June 3, 2024

CLOSING DATE: June 27, 2024



**Southeast Louisiana Flood Protection
Authority – East**

6920 Franklin Ave.

New Orleans, LA 70122

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1. INTRODUCTION

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2. SCOPE OF SERVICES/SPECIFICATIONS

2.1 Background

FEMA guidelines stipulate that for the Authority to be able to receive assistance for disaster debris removal from property owned or controlled by SLFPAE, the Authority must implement contracts for disaster debris management, removal and disposal services ("Services") that comply with the FEMA Public Assistance ("PA") requirements. These Services will be provided by independent contractors that are selected by SLFPAE through this RFQ process.

The response of the selected disposal Respondent(s) to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals in accordance with all FEMA, state and federal requirements and guidelines to assure that the Authority shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate federal, state and private agencies. Response will typically be activated only in the event of a State Declared Emergency and will be through issuance of a Work Order. The Work Order will be awarded through a low price, competitively bid Request for Pricing that will be issued after a disaster to the pre-qualified companies selected through this RFQ.

At a minimum, the Respondent must be familiar with FEMA's Public Assistance Program and all applicable state and federal requirements and regulations, and the latest editions of the following:

- a. Public Assistance Guide (FEMA 322)
- b. Applicant Handbook (FEMA 323)
- c. Public Assistance Debris Management Guide (FEMA 325)
- d. Debris Monitoring Guide (FEMA 327)
- e. Debris Estimating Field Guide (FEMA 329)
- f. FEMA's Recovery 9500 Series
- g. Hazardous Stump Extraction & Removal Eligibility (FEMA DAP 9523.11)
- h. FEMA Disaster Assistance Policies
- i. FEMA PA Program Guidelines
- j. FEMA Recovery Fact Sheet RP9580.201
- k. Public Assistance Program and Policy Guide FP 104-009-2
- l. Memorandum of Understanding for Contaminated Debris Management between FEMA, EPA, and USACE

2.2 Purpose

SLFPAE is seeking qualifications to establish contract(s) with qualified and experienced debris management and recovery firm(s), hereinafter referred to as the "Contractor", for Services required under this RFQ. These Services include the clearing, removal,

management, and disposal of storm generated debris from land owned or controlled by SLFPAE. Contractor(s) will not be required to remove debris from waterways. While intended to cover debris management needs in any disaster/emergency scenario, the primary focus is on the threat of hurricane and tropical storm damage. Disaster/Emergency scenarios include, but are not limited to: natural disasters such as hurricanes, tropical storms, tornadoes, windstorms, floods, and fires.

The intent of this RFQ is to create a list of pre-qualified Contractors that will competitively bid for debris management and removal work immediately after a disaster. A sample bid sheet is included to provide the Respondent with expected tasks related to future work orders; a price proposal is not required at this time. The sample sheet is not guaranteed to present all possible tasks required in a Work Order.

2.3 Scope of Work – Basic Services

The selected Contractor(s) will be expected to provide disaster debris recovery, management, and disposal services for debris collected on SLFPAE property. Contractor(s) will be required to provide equipment and labor to assemble, pick up and haul away debris as well as document all activities for future reimbursement. Disposal sites will be approved debris disposal facilities previously agreed upon by the Authority and Contractor(s).

The intent of the Authority is to complete the removal of debris within no more than 14 calendar days for a Category I or II hurricane or similar Emergency Event and within no more than 30 days for a Category 3, 4, or 5 hurricane or similar Emergency Event and to complete all disposal and recycling operations within 30 calendar days after final debris pick-up.

The debris disposal, management, and removal services identified above include, but are not limited to, the following types of tasks and activities:

a. Debris Removal

- Emergency Road Clearance – This task will typically be used for the first 70-72 hours following an Emergency Event. This includes the removal and possible transportation of debris to TDRSs
- Large-scale debris removal, separation, storage, processing and disposal
- Demolition of Large and/or Damaged Structures and removal of demolition debris
- Stump Removal, Backfill Hauling, and Disposal
- Trimming, Cutting, Stump Grinding and Removal of Leaning Trees and Hanging Limbs
- Other vegetation removal
- Multiple Scheduled Pick-up Passes

- Drainage Systems Cleaning
- Debris Hauling
- Marine Craft Debris Removal (Vessels deposited on land)
- Hazardous and Bio-hazardous Waste Handling and Disposal
- Dead Animal Carcass Handling and Disposal
- Sand/Soil Screening for Lakefront Parks and Sand Removal from Roads, Streets and Rights-of-way
- White Goods Removal and Disposal
- Technical Assistance
- Other Services as Requested
- Repair of Damage Caused by Contractor

b. Temporary Debris Storage and Reduction Sites (TDRS)

TDSR Site locations identified by the Authority may be used for the management of debris prior to disposal if amount of debris requires. Contractor(s) must be prepared to assist SLFPAE in establishing additional TDRS Sites as deemed necessary.

c. Project Manager Assistance

Provide Project Managers or assistants to SLFPAE Project Managers for large disaster cleanup situations or for cleanups of extended duration.

d. Assistance with Federal and State Reporting and Reimbursement

All debris management and removal services shall be tracked and documented as required for FEMA and State reimbursement. The Contractor(s) may also be asked to aid SLFPAE employees or their representatives in assembly and submission of information required for reimbursement

2.4 Additional Services

The Contractor may be requested to perform additional services, which will be issued and authorized by SLFPAE through the issuance of Work Orders.

2.5 Operational Requirements and Responsibilities

Contractor shall contact SLFPAE within two (2) hours after a disaster event. Upon notification by the Authority, the Contractor shall within 24 hours of issuance of the Work Order be prepared to provide qualified debris disposal services throughout SLFPAE owned or controlled property. The Contractor must be prepared to provide up to twelve to fourteen (12-14) hour shifts, seven (7) days per week. Contractor must provide all personnel, equipment, tools, lighting, supplies and training to all personnel that are necessary for the performance of the Services.

Work will at times require the Contractor be on or around private rail lines. The Contractor must coordinate with the railroad in question before any work can begin and provide flaggers or any other safety features required by the railroad during operations. Railroad-specific considerations may include, but are not limited to: following all Federal Railroad Administration (FRA) requirements, Private Road Crossing Agreements, Track Monitoring Systems, e-Railsafe and Roadway Worker Protection training, Railroad Crossing Fees, procuring flaggers and communicating their required schedules, open communication channels with railroad contacts, written permission to be on premises, and additional railroad required insurances. The Authority will use its contacts at the various railroad agencies (NSRR, NOPBRR, CSX) to aid the contractor with railroad coordination efforts.

The Contractor is expected to have representatives available for all SLFPAE meetings related to debris removal efforts. The Contractor may also be asked to attend meetings with FEMA, State or Local government agencies, or any other group involved in cleanup work or funding.

The Contractor and all subcontractors must follow the Davis-Bacon and Related Acts.

2.6 *Documentation and Inspections*

Storm debris shall be subject to inspection by the Authority or its representatives. Inspections will be to insure compliance with the contract and applicable local, State and Federal laws. The Contractor(s) will, at all times:

- Provide SLFPAE or its representatives access to all work sites and disposal areas.
- Assist in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of SLFPAE employees and the review of documentation prior to submittal.
- Work closely with the FEMA, the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Louisiana Department of Environmental Quality (DEQ), parish governments and other applicable State and Federal Agencies to ensure that the Services provided are documented appropriately to address concerns of the likely reimbursement agencies.
- Coordinate with railroad entities and their representatives as required and provide access to Construction Engineering Representatives if requested.

2.7 *Location of Work*

By submitting a Response to this RFQ, the Respondent certifies that he/she is familiar with the properties under the jurisdiction of the SLFPAE, the adjacent roadways, the roadways accessing these properties and the proposed scope of work, prior to submitting the Response. The Authority reserves the right to remove specific locations as deemed appropriate. The Authority also reserves the right to award the locations to

multiple Respondents to attain the best possible service and price.

Properties under the jurisdiction of the SLFPAE include:

- East Bank Mississippi River Levee in St. Bernard, Orleans, and Jefferson Parishes (MRL system)
- Orleans Levee District (OLD):
 - PCCP 17th Street Canal
 - 17th Street Canal East
 - Orleans Avenue Canal West and East
 - PCCP Orleans Avenue Canal
 - London Avenue Canal West and East
 - PCCP London Avenue Canal
 - Lakefront Levee from 17th Street Canal to Seabrook
 - Bayou St John Sector Gate
 - Seabrook Complex
 - Lakefront Levee from Seabrook to Southpoint (NSRR Insurance required)
 - Paris Levee
 - Maxent Levee
 - New Orleans East Levee Southpoint to CSX (CSX Insurance required)
 - New Orleans East Levee CSX to GIWW East Closure Sector Gate and Bypass (Barge) Gate
 - GIWW East Closure Sector Gate and Bypass (Barge) Gate
 - Michoud Canal East Floodwall
 - NASA/NOPSI Levee
 - Citrus Back Levee
 - IHNC East and IHNC West Floodwall
 - Florida Avenue Floodwall
 - Lower Protection Floodwall
 - South Shore GIWW from Southern Recycling to Bayou Bienvenue
 - Bayou Bienvenue Sector Gate
 - Bayou Bienvenue Vertical Lift Gate
 - Bayou Bienvenue Swing Bridge
- East Jefferson Levee District (EJLD):
 - Lakefront Levee from Kenner to 17th Street Canal
 - 17th Street Canal West
 - West Return Wall
- Lake Borgne Basin Levee District (LBBLD):
 - Bayou Bienvenue to GIWW East Closure Sector Gate and Bypass (Barge) Gate
 - GIWW East Closure Sector Gate and Bypass (Barge) Gate to Bayou

Dupre

- Bayou Dupre Sector Gate
- MRGO South Bayou Dupre to LA 300 / LA 46
- LA 300 / LA 46 to Caernarvon Sector Gate
- Caernarvon Sector Gate
- Caernarvon Sector Gate to River Levee

2.8 *Period of Performance*

SLFPAE may choose to award this Emergency Storm Debris Management and Removal contract for a one-year or multi-year period. This contract may be extended up to three (3) option periods of at least one (1) year by mutual consent of the contractor and SLFPAE. The Contractor(s) will provide cost information when requested by SLFPAE after each disaster event.

2.9 *Equipment*

All equipment necessary to provide the Services shall be provided by the Contractor(s) and maintained in an efficient and safe operating condition while performing the Services under the contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Authority may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Authority. The Contractor(s) shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. Liable property damage includes, but is not limited to: rutting, grass cover damage, riprap cover damage, damage to trees or other vegetation not requiring removal, damage to permanent and temporary structures,

2.10 *Safety*

The Contractor(s) shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services. They shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- All employees and other persons who may be affected thereby. The Contractor(s) shall ensure that all employees use proper safety equipment such as but not limited to, hard hat, safety glasses, ear plugs, work boots (with safety toe), gloves, and rain gear.
- The Contractor(s) shall designate a responsible member of their organization whose duty shall be the prevention of accidents. This person shall be the Contractor's Supervisor unless otherwise designated in writing by the Contractor.

- No truck driver who has received a ticket or other vehicle-related citation in the six (6) months preceding a SLFPAE Work Order will be allowed to work on the Services procured in the Work Order.

In emergencies affecting the safety of persons or the work on SLFPAE property, the Contractor(s), without special instruction or authorization from the Authority, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. The Contractor(s) shall give the Authority prompt written notice of any significant changes in the work or problems caused thereby.

The Contractor(s) shall at all times conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. When working on public streets, "Street Closed" signs shall be placed immediately adjacent to the work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies, and in particular the affected Levee District Police Departments, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire equipment shall be provided and maintained at all times.

Any and all damage associated with debris removal operations shall be restored to pre-existing condition at the Contractors expense.

3. SUBMISSION AND PREPARATION OF A RESPONSE

3.1 Submittal Requirements

Respondents submitting a response to this RFQ certify that it meets all of the requirements to perform the services required by this RFQ and will enter into a contract with SLFPA.

Sealed written Responses must be received by the Southeast Louisiana Flood Protection Authority - East no later than the Response Submittal Deadline on the date, time, and at the location indicated in Section 1 of the RFQ in order to be considered responsive. Faxed documents are not acceptable.

Only one (1) Response from an individual, firm, partnership, corporation, business entity, will be considered in response to this RFQ. Joint Ventures will not be considered. Subcontractors may be included in more than one Response submitted by different Respondents. A firm, partnership, or corporation that submits a Response may not be a sub-consultant or subcontractor on another Response submitted under this RFQ.

Responses must contain all of the information described in the following sections. Failure to provide all required information, in the required format, may deem your submission non-responsive.

3.2 RFQ Requirements and Format

In order for the Authority to adequately compare Responses and evaluate them uniformly and objectively, all Responses must be submitted according to the following format. Each Response should be bound, include a table of contents, be **separated by sections as described below** and tabbed with the section title.

PART 1 – Cover Sheet

The following information should be included on a cover sheet under the title “Disaster Debris Management and Disposal Services Request for Qualifications”:

- Name of Respondent;
- Respondent address;
- Respondent telephone number;
- Respondent website address;
- Respondent federal tax identification number; and
- Name, title address, telephone number, fax number and email address of contact person authorized to contractually obligate the Respondent on behalf of the Respondent.

PART 2 – Transmittal Letter

The transmittal letter will be on Respondent's letterhead and include:

- A brief statement of the Respondent's understanding of the scope of the work to be performed;
- A confirmation that the Respondent meets the appropriate state licensing requirements to practice in the State of Louisiana;
- A confirmation that the Respondent has not had a record of substandard work within the last five years;
- A confirmation that the Respondent has not engaged in any unethical practices within the last five years;
- A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- Any other information that the Respondent feels appropriate; and
- Signed by an official in Respondent's organization authorized to bind his or her firm to all statements, including services contained in the Response, as well as;
- State the length of time the Response terms remain firm, which must be for a minimum of 180 days from the Response due date.

** Please note that an unsigned transmittal letter will result in rejection of the Response.*

PART 3 – Qualifications of the Respondent

Respondent shall provide the following information as separate sections under this category. Each section is to be identified by the corresponding letter and in the order shown below:

- a. Detailed information and historical background of the firm, focusing on previous governmental experience. **(Section 3a limited to 7 pages total)**
 - i. Five (5) years' experience demonstrating capacity and expertise in emergency debris management, recovery and disposal services or related fields, including solid waste and hazardous waste management. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal and other funding sources rules, regulations and programs, including but not limited to reimbursement processes/procedures and acceptable accounting practices for FEMA, GOHSEP and DEQ.
 - ii. Demonstrate knowledge of environmental requirements and expertise in assessing, removing, and disposing of specialty debris, including hazardous materials, white goods, dead animals and stumps.
 - iii. Detailed description of Respondent's experience and success in filing and

receiving federal and state reimbursements for disaster recovery work. This should include the Respondent's experience in preparing and submitting federal/state project work sheets, with details of the percentage of cost recovery for debris management, disposal and recovery services.

- iv. Ability to establish and operate TDRSs where collected debris may be sorted, recycled, ground, mulched, burned or otherwise segregated for transport or disposal. The Respondent's knowledge of regulations affecting the removal, processing and disposal of mixed debris should be demonstrated.
- v. Expertise and experience in demolition of structures, and debris removal.
- vi. Where the Services will be managed from an office other than the primary office/headquarters of the Respondent, describe the office that will be responsible for the Services and the specific experience and knowledge of said office as it relates to items 3i-3vi above.
- vii. Documentation of location and resources available at operating office:
 - Complete address of office location
 - Specific information resources regarding the location to include:
 - Number and disciplines of professional and technical personnel
 - Equipment: Include any specialized equipment considered necessary for this service and other routine office equipment.
- b. Table providing the Organization of the Respondent, reflecting the reporting structure and inclusive of names and titles.
- c. Resume of the principal-in-charge (**Section 3c limited to 2 pages**).
- d. Resumes of Project Manager and key personnel proposed for the contract (**Section 3d limited to 2 pages per person**). Resumes should demonstrate experience in debris removal, solid waste and hazardous waste management and disposal, and work with federal, state and local regulations governing this type of work. Resumes should also highlight familiarity with FEMA procedures and representatives.
- e. Job descriptions, which clearly identify roles and responsibilities, should be provided for all key positions and other positions included in the Response (**Section 3e limited to 1 page per job**).
- f. Copies of Federal, State of Louisiana or local small business licenses and certifications, and copies of business licenses, including Occupation, and Louisiana Registration (Submit company, not personal, certifications).
- g. Copy of State Corporate certificate or other proof from the State of Louisiana that the Respondent is authorized to perform work in the State of Louisiana.

PART 4 – Financial Stability of the Respondent

Respondent must provide documentation required under Financial Capacity and be capable of meeting the Contract Bonding and Insurance requirements to be considered responsive to the RFQ.

- a. Respondent's most recent audited financial statement together with a breakdown indicating the Working Capital Ratio, Profitability, and Return on Asset Ratio or Respondent's Balance Sheet and Statement of Profit and Loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate Corporate Officer or an independent Certified Public Accountant.
- b. Letter(s) from the insurance carrier(s) stating that the Respondent is capable of meeting the insurance requirements contained in this RFQ and certifying that it will provide the required levels of coverage. See Section 3.3 for additional details.
- c. Letter(s) from the bonding surety declaring the Respondent's allowable limit for Performance Bonding. See Section 3.4 for additional details.

PART 5 – Approach, Understanding and Response

Provide a description of the Respondent's approach/plan to ensure the successful completion of Services required by the RFQ, highlighting proven strategies. This should also include data management and reporting procedures to the Authority, State of Louisiana, applicable parish governments and FEMA. Respondent should demonstrate its ability and willingness to design the best response plan to meet the Authority's needs in the event of a disaster and depending on the level of the disaster. **(Limited to 3 pages)**

PART 6 – Operational Understanding and Approach

Respondent shall demonstrate the following **(Limited to 5 pages total)**:

- a. Respondent's understanding of the elements affecting removal and processing of vegetative debris and mixed debris following a disaster event.
- b. Mobilization/operation plan that outlines the Respondent's mobilization/operation procedures following a disaster event. This outline should include a breakdown of the time required to perform each task including guaranteed times to mobilize the Respondent's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish TDRSs, and to mobilize subcontractors. The mobilization/operation plan should include a breakdown of the manpower (position titles and number of support personnel) and equipment that will be assembled during each phase of the Respondent's response. This plan should also include details of how the Respondent will transport employees to the worksite, which will likely be in a State Declared Disaster Zone requiring authorized placards, and plans for temporary housing of employees during their deployment.

- c. Description of the Respondent's "clean as you go" policy.
- d. Operation plan for TDSR Sites that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc.
- e. Subcontractor plan that provides a clear description of the scope and percentage of work the Contractor may subcontract out and limiting use of subcontractors to only those approved by the Authority.
- f. Respondent's organizational structure and "chain of command" of the Respondent's response team. The Respondent's project management methods should be explained, including protocols for team work assignments, data management, project tracking, and any other appropriate management considerations. Respondent should demonstrate its ability to supervise multiple clean-up crews, to manage multiple tasks simultaneously and expeditiously, and to resolve problems. It should also explain the Respondent's approach to ensuring the quality of the work being performed by its crews and subcontractors.
- g. Description of the onsite emergency response and communication center including the type of communication employed by the Respondent and the Respondent's ability to interface with the Authority's emergency response equipment.
- h. Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Respondent's quality control organization, overview of tasks to be inspected, reports, and methods of inspections.
- i. Description of the Respondent's customer service plan to respond to SLFP AE complaints.
- j. Detailed list of any other or additional services the Respondent is able to provide and how these services will be accomplished.

PART 7 – Resource Availability

This section shall clearly define the availability of the Respondent's Project Manager and Other Key personnel, subcontractors and equipment. At a minimum, the Respondent shall provide the following: **(Limited to 2 pages total)**:

- a. Estimate of Respondent's current workload and future commitments to other emergency response contracts both in man hours per year and as a percentage of total workload for all key project personnel.

3.3 Insurance Requirements

The insurance requirements of SLFP AE and the affected railroads can be found in *APPENDIX A – Insurance Requirements*.

3.4 *Performance Bond*

Within ten (10) days of issuance of a Work Order, the Contractor shall furnish to the Authority an executed Performance Bond in the amount equal to one hundred percent (100%) of the Work Order amount for the period of the Work Order (to be determined at the time of award) as security for the faithful performance of the contract and for the payment of all persons performing labor and/or furnishing materials in connection therewith. The Performance Bond may be in the form of a bond written by a surety company authorized to do business in the State of Louisiana and in a form acceptable to the Authority; an Irrevocable Letter of Credit acceptable to the Authority in the amount of the contract and clearly and expressly stating that it cannot be revoked unless express written approval has been obtained from the Authority; or a cashier's check payable to the Authority and deposited into an escrow account for the term of the contract.

Because the size of future Work Orders is not yet established, the Authority seeks information on the maximum bonding amount the Respondent is allowed for this type of work. The Respondent's Performance Bond provider shall submit documentation in the form of a letter establishing their willingness to provide surety for the Respondent and the maximum amount of surety it will provide.

3.5 *Contract Terms and Conditions*

The Respondent selected to provide the Service(s) requested herein shall be required to execute a Contract with the Authority.

3.6 *Price Proposal*

A price proposal is not included in this RFQ and will not be considered as a basis for selection of pre-qualified responders. The Authority seeks to secure contracts with multiple pre-qualified Respondents through this process. After a storm or other debris-causing event occurs, the Authority will solicit cost estimates from the pre-qualified contractors; competitive bidding will occur at this time.

3.7 *Unauthorized Work*

The Successful Respondent(s) shall not begin any work until the Authority issues a Notice to Proceed. Such Notice to Proceed shall constitute the Authority's authorization to begin Work. Any unauthorized work performed by the Successful Respondent(s) shall be deemed non-compensable by the Authority and the Respondent will not have any recourse against the Authority for performing unauthorized work.

3.8 *Execution of Response*

The Response must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. Respondent shall complete the appropriate required Certificate of Authority, which is included as part of

the RFQ. Corporations must furnish documentation demonstrating the officer's authority to sign on behalf of the corporation.

Anyone signing the Response as agent must file with it legal evidence of signature authority. Respondents who are nonresident corporations shall furnish to the Authority a duly certified copy of their permit to transact business in the State of Louisiana with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Louisiana may be basis for rejection of the Response.

Failure to properly execute the Response may result in the Response being rejected as non-responsive.

Respondent understands that by submitting this RFQ such submittal does not constitute an agreement or contract with the Authority.

3.9 *Certification of Accuracy of the Response*

The Respondent, by signing and submitting a Response, certifies and attests that all included Forms, Affidavits and related support documents are true and accurate.

Any Respondent who submits in its Response any information that is determined by the Authority, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of the contract.

4. SELECTION PROCESS AND CRITERIA

4.1 Evaluation Process

The Southeast Louisiana Flood Protection Authority – East will evaluate each Respondent in terms of:

1. Professional qualifications necessary for satisfactory performance of the required services;
2. Specialized experience and technical competence in similar work within the past five years;
3. Capacity to accomplish work in the required time; and
4. Past performance on contracts with government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules.

4.2 Evaluation Criteria

Responses shall be evaluated according to the following criteria and respective weight:

RFQ Response Criteria	Maximum Point Score
Experience with projects of similar scope and historical background (per PART 3a)	25
Qualifications of Project Team, Project Manager and other key personnel, and Resource Availability (per PART 3b-3e, PART 7)	25
Financial Stability (per PART 4)	10
Approach, Understanding and Response (per PARTN 5)	15
Operational Understanding and Approach (per PART 6)	15
References from other clients attesting to Quality of Work and Compliance with Performance Schedules	10

APPENDIX A – INSURANCE REQUIREMENTS

Southeast Louisiana Flood Protection Authority-East

MINIMUM INSURANCE REQUIREMENTS for CONTRACTORS & VENDORS

General Insurance Requirements

In accordance with the requirements of this FPA, as described below, Contractor/Vendors shall obtain, and maintain required insurance policies with the required limits of coverage for the life of the contract or service.

Coverage shall be maintained after project completion as outlined in the specific requirements by the line of coverage in the Special Condition Articles on Insurance.

Contractor/Vendor shall furnish to FPA certificates of insurance evidencing the other insurance requirements specified herein prior to commencing any work.

*FPA reserves the right to request increases in the limits of coverage, additional lines of coverage and originals of the policies at the discretion of the Director of Engineering. If deemed necessary, Contractor/Vendor will be notified of any request for increased limits, additional lines of coverage or requests for original copies of policies prior to commencing any work and/or services.

No direct payment will be made for providing the required insurance (Unless provided for on the Unit Price Form).

- A. Self-insurance programs authorized by the Commissioner of Insurance of the State of Louisiana for workers' compensation insurance are acceptable with the submission of a notarized copy of Contractor's authority to self-insure.
- B. The Contractor/Vendor must require any and all subcontractors to meet the requirements listed below including all coverage limits, additional insured, primary and non-contributory, and other endorsements.
- C. All insurance required herein shall be primary to any similar insurance that may be carried by FPA for its own protection.
- D. Certificates: A Certificates of Insurance (COI) shall be submitted to the SLFPA- E as proof of insurance in the amounts for purposes stated with the required endorsements. The Certificates of Insurance are subject to the approval of the Authority prior to the commencement of the work or service.

Insurance policies shall be issued by an authorized insurance company licensed to do business in the State of Louisiana and signed by an authorized representative of the insurance company covering the risk (La. R.S. 22:1257) and shall be "A.M. Best Rated" A VII or better.

Insurance renewal Certificates shall be submitted and approved by the Authority at least ten (10) business days prior to expiration date of an insurance coverage.

- E. **Additional Insured:** Except for the workers' compensation insurance and the professional liability insurance, The Orleans, Lake Borgne Basin and East Jefferson Levee Districts and the Southeast Louisiana Flood Protection Authority-East shall be named as the Certificate Holder and as an Additional Insured on all policies required herein. In those instances, where Contractor is to do work on a site FPA leases to a tenant, Contractor shall have the tenant named as an additional insured on Contractor's CGL policy. Contractor shall inquire of FPA which tenant is to be so named, if FPA has not notified Contractor. These endorsements shall be included on the insurance Policy and the Certificate of Insurance as defined in this document or the Certificate will not be approved.
- F. **Waiver of Subrogation:** All insurance policies required herein, as well as any other insurance carried by Contractor for its protection or the protection of its property on the Project, shall provide that the insurers waive any rights of subrogation in favor of the Orleans, Lake Borgne Basin and East Jefferson and the Southeast Louisiana Flood Protection Authority-East. These endorsements shall be included on the insurance Policy and the Certificate of Insurance as defined in this document or the Certificate will not be approved.
- G. **Notice of Cancellation:** The Contractor/Vendor shall not cause any required insurance policy to be cancelled or permit any insurance policy on file to lapse or experience a reduction in limit of the required coverage. Insurance policies shall include a clause to the effect that the insurance policy and certificate shall not be subject to cancellation of liability of insurance policy without at least 30 days written notice to the certificate holders. Evidence of policy coverage shall apply on any and all exposures subject to the work or service performed. The Southeast Louisiana Flood Protection Authority-East, Orleans Levee District, East Jefferson Levee District, Lake Borgne Basin Levee District shall be named as the Certificate Holder and as an Additional Insured (except Worker's Compensation and Professional Liability), and a Waiver of Subrogation of Right in the Favor of the Orleans Levee District and the SLFPA- East endorsements shall be included on the insurance Policy and the Certificate of Insurance as defined in this document or the Certificate will not be approved. In addition to the name of the specific insurance company, the certificate shall also include the NAIC number of the carrier.
- H. **Evidence of policy coverage** shall apply on any and all exposures subject to the work or service performed.
- I. **Maintaining Insurance:** All insurance policies herein required shall remain in full force and effect for the duration of the Contract. If any insurance required herein is canceled or materially changed and not immediately replaced during the term of this Contract FPA reserves the right to purchase insurance at the expense of Contractor to protect FPA's interest. The furnishing of insurance shall not relieve Contractor of the responsibility for losses not covered by insurance.
- J. **No Representation or Warranty:** FPA makes no representation or warranty that the insurance set forth in this Section will be sufficient to protect Contractor/Vendor's interests.
- K. **Deductibles:** Contractor/Vendor shall be responsible for the full amount of any deductible associated with any of the insurance policies required herein.
- L. **Increase in Coverage:** FPA reserves the right to require increases in the limits of coverage on any line of coverage, additional lines of coverage and complete certified copies of all required insurance policies at the discretion

of Engineer.

- M. **Contractual Hold Harmless:** The Contractor/Vendor shall indemnify, and hold completely free of harmless the Southeast Flood Protection Authority-East, the Orleans, Lake Borgne Basin and East Jefferson Levee District, its employees, consultants, and members of the SLFPA-E Board from all loss, liability or expense to which the Orleans, Lake Borgne Basin and East Jefferson Levee Districts, and the Southeast Louisiana Flood Protection Authority – East, employees, consultants, and members of the SLFPA-East Board may be subject to as a result of operations and/or Errors or Act of Omissions of any sub- Contractor/Vendor.
- N. **Statement:** Under the Minimum Insurance Coverage Requirements to be provided for any and all exposures, the limit of coverage shall apply as required by the Southeast Louisiana Flood Protection Authority – East and the Orleans, Lake Borgne Basin and East Jefferson Levee Districts. The final insurance coverage requirements are subject to the Bid Specification(s) and/or Contractual Agreement. The limits herein are minimum limits only, and the Authority makes no warranty as to the adequacy of these limits or coverages.

The Southeast Louisiana Flood Protection Authority – East reserves the right to revise insurance requirements as deemed in the best interest of the Levee District(s) and the Authority. The SLFPA – E reserves the right to cancel any and all contracts, leases, agreements to purchase, etc. for failure of the Contractor/Vendor to maintain the required insurance or failure to comply with any and/or all requirements contained in the insurance section.

Special Conditions - Insurance

1.1. Commercial General Liability Insurance

Contractor shall procure and maintain at Contractor's sole cost and expense commercial general liability insurance (on an occurrence basis) with limit of liability of not less than those listed below, for all injuries or deaths. Coverage under such insurance shall also include damage hazards. This insurance shall include coverage for explosion, collapse, and underground property damage hazards, completed operations and a broad form contractual endorsement. Where Contractor's operations include the use of water craft, the watercraft exclusion in the commercial general liability policy shall be eliminated. A combination of primary and excess liability insurance may be used to satisfy the conditions of this paragraph.

Claims Made Policy Not Accepted.

Limit of Coverage:

- One Million Dollars (\$1,000,000.00) Each Occurrence
- Two Million Dollars (\$2,000,000.00) Aggregate
- Premises Operations
- Products and Completed Operation
- Personal / Adv. Injury
- Property Damage
- Liquor Liability (if applicable)
- Contractual Liability
- General Liability coverage shall be written on the current version of ISO Form CG 00 01 or its equivalent.

- The additional insured must include both ongoing and completed operations using the most recent ISO forms CG 2010 and CG 2037 or their equivalent.
- The general liability must be written on a primary and non-contributory basis to any other insurance available to the Authority or other indemnified parties.
- The general liability coverage, including completed operations, shall be maintained through the statute of repose in Louisiana.
*The general aggregate limits shall apply on a per project basis.

An Additional Insured, primary and non-contributory, and Waiver of Subrogation in Favor of the SLFPA – East and the Orleans, Lake Borgne Basin and East Jefferson Levee Districts endorsements are required. *

1.2. Comprehensive Motor Vehicle Liability Insurance

Contractor shall procure and maintain at Contractor's sole cost and expense comprehensive motor vehicle liability insurance, for all owned, hired and non-owned vehicles with limit of liability of not less than those listed below for all injuries or deaths.

Limit of Coverage:

- One Million Dollars (\$1,000,000.00) Combined Single limit
- Owned Autos / Non-Owned Autos
- Hired Auto / All Autos

An Additional Insured and a Waiver of Subrogation in Favor of the SLFPA – E and the Orleans, Lake Borgne Basin and East Jefferson Levee Districts endorsements are required.

1.3. Commercial Umbrella/Excess Liability

Limit of Coverage: One Million Dollars (\$1,000,000.00)

Excess of primary General Liability, Auto Liability, and Employer's Liability and, if applicable maritime employers liability.

Required limits may be met with a combination of primary and excess policies.

1.4. Workers' Compensation Insurance

Contractor shall procure and maintain at Contractor's sole cost and expense workers' compensation insurance which will protect Contractor from claims under the Louisiana Workers' Compensation Act (La. R.S. 23:1021, et.seq.).

If Contractor's employees qualify for compensation benefits under the provisions of the federal Longshoremen's and Harbor (US L&H) Workers' Compensation Act (33 USC 901, et. seq.), Contractor shall also procure and maintain insurance which will protect Contractor, SLFPA – E, and the the Orleans, Lake Borgne Basin and East Jefferson Levee Districts from claims under the LHWCA. If Contractor's employees qualify for compensation benefits for injury or death under the provisions of the Jones Act (46 USC 688, et. seq.) and under the general maritime law, Contractor shall also procure and maintain insurance which will protect Contractor, SLFPA-E, and the the Orleans, Lake Borgne Basin and East Jefferson Levee Districts from claims. This includes ANY work near or over water and the use of any vessels.

LIMIT of COVERAGE: STATUTORY (Contractor is responsible in ensuring listed limits are current with any

applicable laws).

- Employers Liability: \$1,000,000
- Each Accident, \$1,000,000
- Each Employee, \$1,000,000

A Waiver of Subrogation in Favor of the SLFPA – E, the Orleans, Lake Borgne Basin and East Jefferson Levee Districts endorsement is required.

1.5. Maritime Liability / Protection & Indemnity (P & I) Liability (if Applicable)

Limit of Coverage: (Applicable to all watercraft)

- Five Million Dollars (\$5,000,000.00) Each Occurrence

An Additional Insured and a Waiver of Subrogation in Favor of the SLFPA – East, the Orleans, Lake Borgne Basin and East Jefferson Levee Districts Levee District Endorsements and a 30 Day Cancellation Notice are required.

1.6. Aviation / Aircraft Liability (if Applicable)

Aviation coverage is only required if the performance of the work includes the operation of aircrafts including unmanned or non-owned aircraft.

Limit of Coverage:

- Ten Million Dollars (\$10,000,000.00) Each Occurrence (Umbrella / Excess Coverage may be Applicable)

An Additional Insured and a Waiver of Subrogation in Favor of the SLFPA – East, the Orleans, Lake Borgne Basin and East Jefferson Levee Districts Levee District Endorsements and a 30 Day Cancellation Notice are required.

1.7. Professional Liability Insurance

The required professional liability coverage shall not include any design build exclusions or any other exclusion related to the scope of work provided under this agreement.

The professional civil engineer and/or engineering firm in responsible charge of the design and/or assembly any elements of the project shall procure and maintain at his/its sole expense errors and omissions/professional liability insurance for the project in the minimum amount of one million dollars (\$1,000,000.00) which shall be maintained (or an extended reporting form purchased) in full force and effect from the execution of the Contract through the statute of repose in Louisiana, following the Substantial Completion of the work. Contractor shall submit insurance certificate(s) to FPA prior to the execution of the Contract and shall submit certificates evidencing the coverage throughout the Contract period and for the period following the Substantial Completion.

1.8. Contractor's Pollution Liability

Limits of Coverage:

- One Million Dollars (\$1,000,000.00) Each Occurrence
- Two Million Dollars (\$2,000,000) Aggregate

Coverage shall be maintained or an extended reporting endorsement purchased through the statute of repose in the state of Louisiana. If claims made policy form, the retroactive date shall precede the start of work on the project.

NSRR (Norfolk Southern Railroad) Insurance:

Please provide the following to comply on the insurance without exception either items 1-6 or items 1-5 & item 7

1. a Certificate of Liability Insurance that evidences combined single limit minimum of \$2,000,000 per occurrence of general liability (note this may be achieved via an excess or umbrella policy),
2. \$1,000,000 combined single limit of auto liability (note this may be achieved via an excess or umbrella policy),
3. Statutory limits on workers' compensation insurance.
4. The certificate of liability insurance must name **Norfolk Southern Corporation and its subsidiaries, Three Commercial Place, Norfolk, VA 23510-2191** as the certificate holder,
5. The certificate of liability insurance must name the certificate holder as an additional insured on the general, automobile, and excess/umbrella liability policy. If additional insured cannot be named on excess/umbrella liability insurance policy then it must state it "follows form."
6. The certificate of liability insurance must evidence that contractual liability coverage is provided for operations performed within 50 feet of any railroad hazard. This is typically found as an endorsement to the general liability policy under ISO CG 24 17 10 01 or its equivalent. (Sample wording: Contractual liability insurance is of a form that does not deny coverage within 50 feet of any railroad hazard.) We simply seek a certificate of insurance that explicitly states that the firm's general liability insurance policy includes this contractual liability coverage.

If item 6 cannot be complied without exception, then item 7 must be provided without exception

7. If the general liability policy cannot provide the appropriate contractual liability coverage, then in lieu of having to provide this coverage to your firm's general liability policy, please remit payment of the risk financing fee of \$1,000 to my attention below. The risk financing fee adds the project to NS' Master Railroad protective policy to provide the coverage not provided as it relates to contractual liability coverage for operations performed within 50 feet of any railroad hazard. (With check made payable to Norfolk Southern Railway Company (tax-id# 53-6002016) and sent to my attention below.)

Scott W. Dickerson
Manager Risk Management
Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510-2191

NOPBRR (New Orleans Public Belt Railroad) Insurance:

Insurance

NOPB requires that insurance coverage be provided prior to entry and/or work on NOPB property. This insurance requires Railroad Protective Liability Insurance (RPL) as well as Commercial General Liability (CGL). Limits are as follows:

Commercial General Liability:

Coverage per Occurrence:	\$ 3,000,000
Insured:	Facility Owner
Additional Insured:	NOPB
Duration:	Encroachment Lifetime

Railroad Protective Liability:

Coverage per Occurrence:	\$ 5,000,000
Aggregate:	\$10,000,000
Insured:	Facility Owner
Additional Insured:	NOPB
Duration:	Encroachment Construction Activity

CSX Railroad Insurance:

CSX requires that insurance coverage be provided prior to any entry and/or work activity within the railroad corridor. The agreement will define the requirement in greater detail but for summary purposes, the following identifies the components:

INSURANCE COVERAGE			
COMMERCIAL GENERAL LIABILITY		(CGL)	
Coverage:	Per Occurrence	\$	5,000,000
Insured:	Facility Owner		
Additional Insured (unless otherwise advised):	CSX Transportation, Inc.		
Duration:	Encroachment Lifetime		
RAILROAD PROTECTIVE LIABILITY		(RPL)	
Coverage:	Per Occurrence	\$	5,000,000
	Aggregate	\$	10,000,000
Insured:	CSX Transportation, Inc.		
Duration:	Encroachment Construction Activity		

Depending on the nature of the project, CSX may offer the option of paying a risk fee to cover the cost of adding the work activity to CSX's Railroad Protective Liability (RPL) Policy for the period of actual construction. The fees, if approved, can generally be estimated as noted below but are subject to change depending on the specific project parameters:

RPL RISK FEE				
FACILITY CROSSING INSTALLATION – PER TRACK			ACCESS ONLY	
<u>Aerial</u>	<u>Sub-Grade</u> (Casing Diameter Size - Inches)		<u>Right of Entry</u>	
\$ 700	From 0 to less than 30	\$ 750	Surveys	\$ 500
	30 to less than 45	\$ 1,500	Inspections/Access (no equipment)	\$ 500
	45 to less than 75	\$ 3,000	Inspections/Access/ Soil Borings (w/ equipment)	\$ 3,000
	75 to less than 100	\$ 6,000	Grading	\$ 3,000
	100 to less than 120	\$ 12,000	Environmental (investigations)	\$ 3,000
FACILITY PARALLEL INSTALLATION: CONTACT CSX				