

**NOTICE
REQUEST FOR PROPOSALS
DEBRIS MONITORING SERVICES FOR
OUACHITA PARISH POLICE JURY
Due Date: May 28, 2020**

The **Ouachita Parish Police Jury** (herein referred to as “OPPJ”, "Owner" or “Parish”) hereby solicits sealed proposals for Debris Monitoring Services described as follows:

STATEMENT OF WORK: Debris Monitoring Services related to natural disasters and emergency events in order to deal with the consequences of major storm events, man-made events, and/or other related weather or natural event occurrences.

The OPPJ will begin receiving proposals for "**Debris Monitoring Services.**" Sealed proposals in accordance with all applicable standards shall be addressed to the Ouachita Parish Police Jury and delivered to 301 South Grand Street Suite 201, Monroe, LA 71201, no later than 10:00 a.m. CST on May 28, 2020. Any proposal received after the specified time and date will not be considered. The sealed proposals will be publically opened and read aloud at 2:00 p.m. on the day of May 28, 2020 at 301 South Grand Street Suite 201, Monroe, LA 71201.

Proposal instructions may be obtained from Brad Cammack at 301 South Grand Street Suite 201, Monroe, LA 71201, by emailing bcammack@oppj.org or by calling the Ouachita Parish Police Jury at (318) 327-1340 Monday through Friday between the hours of 8:00 AM and 5:00 PM.

Interested firms must physically submit one (1) original and two (2) copies of their Proposals in an 8 ½” by 11” format to the Parish. No facsimile or email responses will be accepted. However, vendors/contractors have the option to submit their proposals and proposal bonds electronically. (only one copy will be required to be uploaded electronically) To view the general proposal information and receive proposal notices by email, your company will need to register with BidSync at www.bidsync.com prior to the proposal deadline. For questions related to the electronic proposal process, please call Periscope Holdings (BidSync) at 800-990-9339.

Small and/or minority owned firms, HUD Section 3 firms, and women’s business enterprises are encouraged to participate. Ouachita Parish Police Jury is an Equal Opportunity Employer.

Ouachita Parish Police Jury

BY: **Brad Cammack**

PUBLICATION/DATES:

The Ouachita Citizen

Thursday, April 23, 2020

Thursday, April 30, 2020

Thursday, May 6, 2020

REQUEST FOR PROPOSALS FOR DEBRIS MONITORING SERVICES

A. INTRODUCTION

The OPPJ is soliciting proposals for Debris Monitoring Services related to natural disasters and emergency events in order to deal with the consequences of major storm events, man-made events, and/or other related weather or natural event occurrences during the term of the agreement.

B. MOBILIZATION AND WORK REQUIREMENTS

Within twelve (12) hours of receipt of a Notification of Need issued by the OPPJ, the successful Debris Monitoring proposer shall have a representative present at a location specified by the OPPJ. Upon the issuance of a Notification of Need by the OPPJ, which could be as early as forty-eight (48) hours prior to anticipated landfall of a storm or other emergency event, the successful proposer shall mobilize equipment and personnel required, to have a minimum of one (1) Monitoring crew immediately available for work within **twelve hours (12)** of the passage of a storm or other emergency event, and, if required, as many as six (6) monitoring crews working within three (3) days of the passage of a storm or other emergency event, with the actual number of crews required to be determined by mutual consent of the OPPJ and the successful Proposer.

Following a disaster, the Contractor's top priority shall be to monitor the clearance of primary transportation routes, including roads leading to health care facilities regardless of federal, state or parish designation as designated by the OPPJ. Second priority shall be the monitoring of road clearances leading to the OPPJ's water wells as shown on the Parish map. This work should commence as the first action(s) following the event.

At the discretion of the OPPJ, the personnel requirements of a crew may be revised as necessary and additional crews may be added based on needs. The successful proposer may be required to work seven (7) days per week (including holidays) and the hours worked per week may exceed forty (40) hours.

The successful proposer shall not enter upon private property for any purpose without first obtaining written permission from the OPPJ and from the property owner using provided forms from the OPPJ.

When or where any direct damage or injury is done to public or private property by or on account of a negligent act, omission, neglect or otherwise, the monitor shall document such damage or injury in an acceptable and timely manner and report immediately to the OPPJ Project Administrator. In the event that work to protect the public health and safety is necessary, but that such work will cause damage and such damage is unavoidable, the successful proposer may advise the need for written damage waivers from the OPPJ prior to execution of the work.

The Contractor shall mitigate the impact of its own monitoring operation on traffic to the fullest extent practical. The Contractor is responsible for abiding by the established and appropriate traffic controls in all of the work areas, including those established by the Debris Removal Contractor.

All work shall be performed in conformance with all federal, state and local laws, regulations, and ordinances governing personal, equipment and the workplace.

Monitoring work shall be in conformity with the guidelines provided in FEMA Manual 325 (Debris Management Guide) as amended, and all other FEMA requirements.

C. TERMS AND PAYMENT FOR SERVICES

Following Notice to Proceed by the OPPJ, work shall continue until the Contractor receives written notification from the OPPJ that the services being provided are no longer required and should cease as of a specified date.

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail (except in cases for which extension of time is provided) to supply enough properly skilled workers, proper equipment or if Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the OPPJ, or otherwise be guilty of substantial violation of any provision of the contract, then the OPPJ, upon the certificate of the OPPJ that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after notice, terminate the agreement with Contractor.

Failure of the Contractor to start the work within the time specified herein, or upon presentation of substantial evidence that the progress being made by the Contractor is insufficient, shall be grounds for termination of the contract with the OPPJ.

Before the contract is terminated, the Contractor and his surety will first be notified in writing by the OPPJ of the conditions, which make termination of the Contract imminent. Ten (10) days after this is given, and if a satisfactory effort has not been made by the contractor or his surety to correct the conditions, the OPPJ may declare the contract terminated and notify the contractor and his surety accordingly.

All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the OPPJ. No work will begin without written authorization (Notice to Proceed) from the OPPJ or its designee.

D. INSURANCE REQUIREMENTS

The Debris Monitoring Contractor, at its own expense, shall at all times maintain during the term of the contract:

- a. General Liability Insurance. The Contractor shall purchase and maintain during the life of the contract Comprehensive General Liability, including Products and Completed Operations Insurance to protect the OPPJ, Contractor and Subcontractors performing work under the contract from claims arising from any operations or work in connection with the contract. The Comprehensive General Liability coverage shall provide limits not less than the following:

\$1,000,000.00 per person and \$2,000,000.00 per occurrence, with \$2,000,000.00 aggregate; Property Damage Liability of \$1,000,000.00 per occurrence, with \$2,000,000.00 aggregate. Products and Completed Operations \$2,000,000.00. Coverage shall also be included for any contractual assumption of liability by the Contractor under any hold harmless agreements or indemnification agreements provided elsewhere in these specifications. Policy must include coverage for all operations including explosion, collapse and underground damage hazards with the same limits as specified above. Aggregates shall apply on a "per job" basis.

- b. Comprehensive Automobile Liability Insurance. The Contractor shall purchase and maintain during the life of the contract Comprehensive Automobile Liability Insurance to protect the OPPJ, Contractor, and Subcontractors performing work under the contract from claims arising from any operations or work in connection with the contract. The Comprehensive Automotive Liability Insurance coverage is to be on an occurrence basis, and is to include coverage for owned, hired, leased and non-owned vehicles, minimum limits as follows:
Bodily Injury Liability, \$1,000,000.00 each person, \$1,000,000.00 each occurrence; Property Damage Liability, \$1,000,000.00 each occurrence.
- c) Worker's Compensation and Employer's Liability Insurance. The Contractor shall purchase and maintain during the term of the contract, Worker's Compensation Insurance for all its employees in any way engaged in the project. If any Subcontractor does not carry Worker's Compensation Insurance, such coverage must be included under the Contractor's policy. The policy shall provide coverage at least equal to the requirements of the State of Louisiana and shall include Employer's Liability Coverage-Section B coverage in an amount not less than \$1,000,000.00 to cover all employees not covered under the State Worker's Compensation Act. Coverage shall include Alternate Employer Endorsement and Blanket Waiver of Subrogation.
- d) Umbrella Liability Coverage. The Contractor shall purchase and maintain a policy of Umbrella Liability Coverage in excess of the primary insurance afforded above and including all operations of the Contractor, with a minimum limit of \$5,000,000.00.
- e) All insurance shall include a waiver of subrogation in favor of the OPPJ and principals for whom the OPPJ is working, including any and all co-lessors of such principal, and shall be subject to the approval of the OPPJ. Insurance provided for comprehensive general liability, comprehensive automobile liability, and umbrella liability shall name the OPPJ as an additional insured party and shall be primary.. Said certificates shall indicate the waiver of subrogation in favor of the OPPJ and any principal for whom the OPPJ is working, including any and all co-lessors of such principal, and the contractual liability assumed under the Indemnity Provision of this Section, and shall specify that in the event of cancellation or material change in coverage, at least sixty (60) days prior written notice will be given to the OPPJ.
- f) Deductibles. No insurance required under this contract shall include a deductible in excess of \$5,000.00. The cost of all deductible amounts shall be borne by the Contractor.
- g) Indemnity. The contractor hereby agrees to indemnify and hold harmless the OPPJ, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Agreement arising out of or related to personal injury or property damage, unless such claims or liability results from the wrongful acts or omissions of the OPPJ or its agents, employees, agents or representatives.
- h) The OPPJ agrees to indemnify and hold harmless the Contractor, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Agreement

arising out of or related to personal injury or property damage, which results from the wrongful acts or omissions of the OPPJ or its agents, employees, agents, or representatives.

- i) Upon completion of all services, obligations and duties provided in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Subsection shall survive.

STATUTORY EMPLOYER STATUS

The following provisions will be included in any contract awarded as a result of this RFP:

- 1) Contractor (Subcontractor) obligation to provide the required insurance will not be waived by Contractor (Subcontractor)'s failure to provide certificate of insurance, Owner's acceptance of a certificate of insurance showing coverage varying from the required coverage, or Owner's allowance to commence work.
- 2) Owner as principal whether as the direct or statutory employer, and Contractor mutually agree that it is their intention of the contract between them, to recognize Owner as the statutory employer of Subcontractor's employee's, whether direct or statutory, while Subcontractor's employees, direct or statutory, are performing work or services with respect to this contract. It is also recognized that the work contemplated by this contract is a part of the trade, business or occupation of Owner; it is an integral part of or essential to the ability of Owner to generate its goods, products, or services. It is the express intention of Owner and Contractor that Owner as the statutory employer, shall, in accordance with L.R.S. 23:1061, be granted the exclusive remedy protections of L.R.S. 23:1032, and shall be liable to pay any employee employed in the execution of the work, or to his dependent, compensation which it would have been liable to pay if the employee had been immediately employed by it. In the event Owner is required as the statutory employer to pay any worker's compensation benefits, it shall be entitled to indemnity from Contractor for such benefits.

INSTRUCTIONS TO PROPOSERS

1) The Proposal

Proposals should be submitted in the format outlined in this RFP and should be a complete response to this RFP. This proposal format is mandatory. This proposal should be submitted in a sealed envelope that shows the name and address of the person or persons submitting the proposal.

The proposal should be signed by an officer authorized to make a binding commitment for the company making the proposal. All cost and price information submitted by the Proposer will remain irrevocable from the date of submittal.

2) Changes to the Proposal

Changes to the proposal may be made at any time prior to the opening of the proposals; however, all changes must be submitted in writing in an envelope marked "Modification to Proposal." The proposal and modifications will be opened at the same time and the proposal changed accordingly.

3) Proposal Reservations

To the extent allowed by the applicable state and federal laws, the OPPJ reserves the right to reject any proposal that is nonresponsive, unbalanced, incomplete, or nonconforming. A proposal may be considered nonconforming if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The OPPJ also reserves the right to reject any proposal if the OPPJ believes the Proposer is unqualified or is of doubtfully financial ability. The proposal may also be rejected if the Proposer fails to meet any other pertinent standard or criteria established by the OPPJ.

ACCEPTANCE OF PROPOSALS

The OPPJ intends to award a contract to the Contractor submitting the proposal that best satisfies the needs of the OPPJ. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon both technical factors and price. The technical criteria that will be used for evaluation are listed in this RFP. This does not commit the OPPJ to award a contract. The OPPJ may award a contract solely on the basis of the proposal submitted without any negotiations.

Contents of the proposal may become contractual obligations if a contract ensues. Failure of the Proposer to honor these obligations may result in cancellation of the award through written notice.

AWARD OF CONTRACT

In the event the OPPJ decides to award a contract pursuant to this RFP, the OPPJ will provide a properly prepared Agreement to the successful Proposer. In the event that the agreement is not signed by the Proposer and returned to the OPPJ within thirty (30) days the OPPJ may cancel the agreement. If the agreement by the OPPJ is not returned to the successful Proposer within thirty (30) days, the Proposer may require that it be released from contract obligation. The foregoing action by the OPPJ or the Proposer shall in no way provide any cause whatsoever for a claim against the OPPJ by the Proposer.

TERMINATION CLAUSES

1) Failure to Provide Service - Termination for Cause

If the successful Proposer fails to provide any services described in the contract, or fails to meet any obligations contained therein, the OPPJ reserves the right to terminate the contract by providing written notice to the Proposer. The Proposer will have ten (10) days to cure the default. If said default cannot be cured within ten (10) days of the OPPJ's written notice, the parties may agree to a longer timetable for cure or OPPJ may terminate the contract.

2) Authority to Terminate

The OPPJ President is authorized to terminate this contract with cause on behalf of the OPPJ.

3) Termination

The OPPJ shall have the right to terminate the contract without cause, with thirty a (30) day notice to contractor.

4) Termination by Contractor for Cause

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the OPPJ to comply with the terms and conditions of the contract, provided that the Contractor shall give the OPPJ written notice specifying the OPPJ failure and reasonable opportunity for the OPPJ to cure the defect.

5) Force Majeure

It is mutually understood and agreed that the contract holder shall be waived of its obligations under the contract during any period or periods of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the contract holder shall give the OPPJ prompt oral notification followed by written notice of the particulars and estimated duration of said Force Majeure.

6) Law to Govern

The parties acknowledge that the contract is made and entered into in Ouachita Parish, Louisiana and will be performed in Ouachita Parish, Louisiana. The parties further acknowledge and agree that Louisiana's law shall govern all the rights, obligations, duties and liabilities of the parties under contract, as well as govern the interpretation and enforcement of the contract and any and all legal matters relating to the contract. The parties further agree that any and all legal actions proceeding relating to the contract shall be brought in a court of competent jurisdiction in Ouachita Parish, Louisiana. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Ouachita Parish, Louisiana.

SCOPE OF WORK

The OPPJ is requesting proposals from experienced and qualified firms to enter into a prepositioned contract at no immediate or annual cost to the OPPJ for the following services: Contractors shall provide Debris Monitoring Services, as directed by the OPPJ.

Contractor shall provide monitoring to ensure debris removal work complies with federal regulations, thus enabling the OPPJ to request reimbursement of eligible costs from federal grants, should they be available. Any work performed by the Contractor that is not pre-approved by the OPPJ and is not compliant with federal regulations will not be paid.

The contract shall be effective for two (2) full years from date of the award, with an optional one-year renewal period. This contract shall only be used on an "as needed" basis as determined solely by the OPPJ.

Firms shall submit one (1) original and two (2) copies of their proposal as requested by this invitation in an 8 ½" by 11" format. No facsimile or email responses will be accepted. However, vendors/contractors have the option to submit their proposals and proposal bonds electronically. (only one copy will be required to be uploaded electronically) To view the general proposal information and receive proposal notices by email, your company will need to register with BidSync at www.bidsync.com prior to the proposal deadline. For questions related to the electronic proposal process, please call Periscope Holdings (BidSync) at 800-990-9339.

The work to be undertaken includes, but may not be limited to:

- a) Monitoring Emergency Road Clearance(s): The removal of debris by the Debris Removal Contractor from primary transportation routes, or as directed by the OPPJ. The Debris Removal Contractor shall provide for debris removal from within the Parish limits. The debris shall be taken to the dumpsite designated by the Parish at the time of the event.

- b) Monitoring Debris Removal from Public Property: Removal of vegetative debris, construction and demolition debris ("C & D Debris"), or other eligible debris from public right-of-way and other public properties. Removal of debris beyond the limits of public rights-of-way as necessary to abate imminent and/or significant threats to public health and safety of the community, as directed by the OPPJ. Occasionally, debris removal may require coordination by the OPPJ with utility companies.

- c) Monitoring Debris Removal from Private Property: Removal of debris from private properties shall be directed by the OPPJ only when an imminent threat to life, safety, and health is present on private property. This will require prior approval of the PARISH and will be monitored for strict compliance with local, state and federal regulations regarding eligibility for reimbursement costs.
- d) Monitoring the Debris Management Site (DMS): Preparation and maintenance of DMS shall include all approach and interior haul roads and dump pads, and an inspection area site sufficient for the monitoring of all incoming traffic and exiting traffic.
- e) Monitoring Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the OPPJ in accordance with all applicable federal, state, and local laws, standards and regulations.
- f) Monitoring Demolition of Hazardous or Condemned Structures that are a hazard to public health.
- g) Monitoring Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state and local laws, standards and regulations
- h) Monitoring Documentation and Inspections: All debris shall be subject to inspection by the OPPJ. Inspections shall be to ensure compliance with the contract and applicable local, state, and federal laws.
- i) The Debris Monitoring Contractor will, at all times, provide monitors and the OPPJ access to all work sites and disposal areas. The Contractors and the OPPJ shall have in place at the DMS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS and/or Landfill(s) with electronic or paper load tickets.
- j) Monitor Work Sites: The OPPJ will establish and approve all sites that the Debris Contractor will be allowed to use. The Debris Contractor will remove all eligible debris and leave the site from which debris was removed in a clean and neat condition. The condition of the work site shall be equal to or better than the original condition of the site.
- k) Monitor White Goods: The Contractor will monitor the disposition of all white goods encountered in accordance with applicable federal, state and local laws. Proper disposal of Freon is essential.
- l) Monitor Hazardous Stumps: Stumps will be hauled to DMS where they shall be inspected and categorized by size. Reference FEMA 325 for specific guidance.
- m) When applicable, Monitor the Backfill of all stump root ball holes with clean fill dirt upon direction of the OPPJ. This clean fill dirt shall be compacted as directed by the OPPJ or its designee.
- n) Monitor All Canal / Waterway Debris Removal: Monitor the removal of eligible storm debris from drainage canals and ditches at direction of the OPPJ.

- o) Monitor loading and hauling of eligible storm-deposited soils (e.g., silt, sand, or mud).

REPORTING

The Contractor shall submit a report to the OPPJ during each day of the term of the contract. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Number of Crews
- Location(s) of work
- Day of Report
- Daily and cumulative totals of debris removed, by category.

Any discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the end of business the following day.

AUDIT

The Contractor shall maintain all books, records, and other documents pertaining to all operations under this contract and shall make all such material available at all reasonable times for inspection and auditing by authorized representatives of the Parish during the contract term, and retain same for a period of three (3) years thereafter. Copies of such documents shall be furnished if required.

The successful Proposer will be required to provide the contact name(s) and 24 hour telephone numbers, fax numbers, and email addresses of any employees who will be responsible for administering this contract for the company.

ELIGIBILITY AND ILLEGALITY PROVISIONS FOR PROGRAMS

The Contractor acknowledges that the OPPJ will seek reimbursement, subsidy, cost share participation and/or any other available assistance and/or indemnity and/or insurance from all sources, public and private, for the costs incurred by it pursuant to this contract. The awarded contract must fully comply with all federal, state, and local requirements to maximize the OPPJ's opportunity to seek reimbursement. This contract is governed by the laws of the State of Louisiana. If any provision(s) in this contract, including any provision(s) incorporated herein by reference, is (are) invalid, illegal, or unenforceable in any respect or to any degree, under any applicable statute, regulation or policy, such provision(s) shall be considered modified to the extent necessary to cure such invalidity, illegality or unenforceability. If such defect cannot be cured by modification, the provision(s) shall be deleted from the contract. In any event, the remaining portions of this contract shall remain enforceable and in full force and effect.

ADMINISTRATOR

The OPPJ Public Works Director or his designee will be the Contract Administrator for this project.

SELECTION PROCESS

Proposals will be reviewed and ranked by the evaluation criteria below. Those firms listed may be selected for interviews and shall be prepared to make a scheduled oral presentation to the OPPJ, if required.

All communications regarding this project, including any questions related to this Request for Proposal (RFP), shall be submitted in writing (see below) to Brad Cammack, no later than May 21, 2020.

SUBMISSION REQUIREMENTS

- a) To be considered, submit one (1) original and two (2) complete copies in an 8 ½" by 11" format. No facsimile or email responses will be accepted. However, vendors/contractors have the option to submit their proposals and proposal bonds electronically. (only one copy will be required to be uploaded electronically) To view the general proposal information and receive proposal notices by email, your company will need to register with BidSync at www.bidsync.com prior to the proposal deadline. For questions related to the electronic proposal process, please call Periscope Holdings (BidSync) at 800-990-9339.
- b) Submission Deadline and Location: Proposals must be submitted or uploaded until, and no later than 10:00 a.m. CST on May 28, 2020 to 301 South Grand Street, Suite 201, Monroe, LA 71201
- c) Required Information:
The Proposal should be divided into six separate sections. The six sections should be comprised of the following information:
 - 1) Cover letter/Executive Summary describing the Proposer's firm and including names, address, phone number, fax number and email address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.
 - 2) The Proposer's qualifications to meet the OPPJ objectives and to perform the tasks listed in the proposal. This shall include a statement regarding the financial capability of the company, a description of the office(s) from which the service is being performed and nature of staff and a list of equipment required and available for Monitoring projects. List of sub-contractor(s) who will be used and their experience (if applicable).
 - 3) A statement of the Contractor's familiarity and experience with FEMA's Public Assistance Program and applicable laws, rules and regulations.
 - 4) List all disaster specific experience within the last five (5) years, including the name of each client, a contact person and phone number, the size of each project, and response time. Please indicate all current disaster relief contracts for which you are presently under contract. Additionally, proposer must include in this section a statement listing and describing each and every lawsuit in the past five (5) years) in which the Contractor sued, or was sued by, any of Contractor's clients.
 - 5) A Debris Monitoring Plan (Template) applicable for the scope of work.
 - 6) Lists of incidental costs and hourly rates, See Attachment #1: Fee Schedule

LIMITATIONS

- 1) This request does not commit the OPPJ to the award of the contract or to pay any costs incurred in the preparation for a response to this request.

The OPPJ reserves the right to reject any or all proposals, to waive informalities, to request additional information and to award a contract deemed most advantageous for the OPPJ.

OPPJ reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. Notification of the addenda will be mailed or delivered to all such prospective contractors officially known to have received the RFP and to the address provided by each prospective contractor. Failure of any prospective contractor to receive the Notification or addenda shall not relieve the contractor from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted or modified. All addendums issued shall become part of the RFP. Prospective contractor shall acknowledge the receipt of all addenda in their submittal. It will be OPPJ's sole option to disqualify a submittal of proposals for failure to acknowledge in the submittal the receipt of addendum.

If the OPPJ determines that the addenda may require significant changes in the preparation of the submittal of qualifications, the deadline for submitting may be postponed by seven days to allow potential contractors sufficient time to revise their submittal. Proposals stating conditions, exceptions, reservations or understandings (hereinafter "deviations") relating to the RFP may be rejected. Potential contractors may propose alternates either within one overall proposal or by submitting more than one proposal. Any and all deviations must be explicitly, fully, and separately stated in the proposal, setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and, if appropriate, evaluated by OPPJ. All deviations found to be acceptable by OPPJ shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the potential contractors receiving a less favorable evaluation.

MINIMUM REQUIREMENTS OF PROPOSER

- 1) Proposals shall be considered only from firms normally engaged in performing the type of work specified with the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, the OPPJ in its discretion shall determine whether the evidence of responsibility and ability to perform is satisfactory. The OPPJ reserves the right to reject any or all proposals.
- 2) Previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of any disaster project.
- 3) The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.
- 4) The Proposer shall be an equal opportunity employer and shall adhere to any applicable local, state, or federal affirmative action requirements.
- 5) The Proposer shall provide a letter from a surety licensed to do business in Ouachita Parish, Louisiana stating that, in the event Proposer is awarded a contract, the Proposer can obtain a payment and performance bond of at least five (5) million dollars which shall remain in effect for the full term of the subsequent contract. Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of Treasury Circular 570.

CRITERIA FOR EVALUATION AND AWARD

The successful Proposer will be selected based upon the best response offered to the OPPJ. Proposers may be requested to give an oral presentation after submission of responses should the OPPJ find it necessary, in order to determine which is the best received.

Evaluation Criteria: Submitted proposals will be evaluated and scored based upon the following criteria:

Criteria	Points Assigned
Past Experience/Company History	15
References	15
Capability to Perform SOW	15
Experience with FEMA regulations	15
Financial Capacity	20
Price Proposals	20

*Total points equal 100

INCURRED EXPENSES

The OPPJ is not responsible for any expenses which Proposer may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews or presentation of proposals.

ATTACHMENT # 1

FEE SCHEDULE - COST PROPOSAL FORM

OPPJ- DEBRIS MONITORING SERVICES PROPOSAL

Hourly Labor Rate for Debris Monitoring

Note to Proposers: All costs proposed must be in the form of hourly rates, inclusive of labor, materials, equipment, incidents, etc., necessary to provide the scope of services outlined in this RFP. Rates proposed are also to include all expenses, including general overhead, equipment, field overhead, profit, per diem, all necessary food, water, restroom and lodging facilities needed to provide these services. The list below includes possible positions; the proposer should only complete the information for those positions it intends to staff.

Positions	Proposed number to provide for each Position	Straight Time Billable Rate	Overtime Billable Rate
Project Manager			
Operations Manager			
Collection Monitor			
PW Specialist			
Scheduler/Expeditor			

Data / GIS Analyst			
Field Supervisor			
Debris Site/Tower Monitor			
Environmental Specialist			
Project Inspector (Citizen Drop-Off Site Monitor) *			
Field Coordinator (Crew Monitor)			
Load Ticket Data Entry Clerk (QA/QC)			
Billing/Invoice Analyst			
Project Coordinator			
Other required positions (to be defined by proposers, if applicable)			

SPECIAL ADVISORY: CONTRACT AWARD RESTRICTION

The OPPJ will not award a contract in response to this RFP to the same firm, or affiliate, that has been awarded the contract for the OPPJ Debris Removal Services.

Therefore, a proposer (including any employees or affiliated companies) may not submit a response to both this RFP for the OPPJ Debris Monitoring Services Contract and an RFP for the concurrent OPPJ Debris Removal Services contract.

FEDERAL CONSIDERATIONS

Since the Applicant may be seeking federal reimbursement for costs associated with this contract, it is vital that the Contractor comply with all applicable regulations, including but not limited to those identified below.

It is important to note that based on 2 CFR part 200 (Code of Federal Regulations) special considerations apply in regard to small or minority and women owned businesses as stated specifically:

§200.321 Contracting with small or minority businesses, women's business enterprises, and labor surplus area firms.

The OPPJ must take all necessary affirmative steps to assure those minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

FEMA requires recipients and sub-recipients of federal assistance to take affirmative steps to ensure small businesses, minority and women business enterprises are utilized as outlined under 2 C.F.R. §200.231 when possible and Parish agrees with this policy. To this end, Respondents that are not eligible for certification are encouraged to use small, minority and women-owned businesses as subcontractors for this project.

To be responsive to this Request for Proposals (RFP), the Respondent shall be a certified Small, Minority or Women-owned business, have certified Small, Minority or Women-owned businesses on

your team and/or have put forth a good faith effort to use certified Small, Minority or Women- owned businesses as subcontractors. By submitting a response to this RFP, the Respondent shall certify that they are in compliance with this requirement.

The Respondent shall submit with the response either (i) documentation they are a certified MBE/SBE/WBE, or (ii) documentation a team member is a certified MBE/SBE/WBE, or (iii) documentation outlining their good-faith efforts to utilize Small, Minority or Women-owned businesses as subcontractors.

If subcontracts are to be used, take the affirmative steps listed below (1-5) of this section.

Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the (SBA) Small Business Administration and the (MBDA/DOC) Minority Business Development Agency of the Department of Commerce.

Written notification is the preferred method to inform Small, Minority and Women-owned businesses of potential subcontracting opportunities. Copies of written notifications made pursuant will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the Respondent in writing prior to the date of the proposal deadline. Notification must include the scope of work, information about required qualifications and the name of the person to contact.

Per regulation 41 C.F.R. Part 60-1.4(b):

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or ornational origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as maybe imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

Procurement of Recovered Property.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Access to Records.

The following access to records requirements apply to this contract:

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

DHS Seal, Logo, and Flags.

According to DHS Standard Terms and Conditions, the contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government.

Neither the Federal Government through FEMA, nor the State Government through GOHSEP, are a party to this contract and are not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ACKNOWLEDGMENT
CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature (of Contractor's Authorized Official)

Contractor's Business Name

Name and Title (of Contractor's Authorized Official)

Date