

Jefferson Davis Parish Police Jury

REQUEST FOR PROPOSALS

Project Title: Debris Monitoring Services (Amendment 01)

RFP Number: 2024-03-02

Closing Date/Time: Friday, April 05, 2024, 4:00pm Central Time

Contact: Rhoda Richard
rhoda@jdppj.net

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1. Project Overview

Jefferson Davis Parish Police Jury (the Police Jury) requests proposals with the intent obtaining competitive proposals from qualified Proposers who are able to perform the services contained in Appendix H – Scope of Services.

2. Schedule

Advertisement of RFP	Friday, March 08, 2024
Deadline for receipt of written inquiries	Thursday, March 21, 2024
Publication of responses to written inquiries	Wednesday, March 27, 2024
Deadline for receipt of proposals	Friday, April 05, 2024
Selection (estimated)	Wednesday, April 10, 2024

3. Questions, Responses, & Addenda

All questions related to the requirements or processes of this RFP should be submitted in writing, via email, to:

kgeorge@dcmcpartners.com

Please include the RFP name in the subject line of all question communications.

Responses to inquiries will be issued in writing by addendum and posted to <https://www.jdppj.net>. All addenda issued by the Police Jury prior to the submittal deadline shall be considered part of the RFP. The Police Jury shall not be bound by any reply or inquiry unless such reply is made by formal written addendum.

Responses may be provided after the question deadline has passed. No responses will be provided to questions submitted after the question deadline has passed. Questions submitted outside of the contact provided above will not be answered, and any unauthorized communication with a Parish Employee, Department, or contractor prior to award will disqualify the vendor from being considered for award.

Proposers must acknowledge all addenda by signing and returning such document(s) or by initialing the appropriate area of the proposal document. Failure to acknowledge will result in the submittal being deemed non-responsive.

4. Notification of Errors or Omissions

Proposers shall promptly notify the Police Jury of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFP. The Police Jury shall not be responsible or liable for any errors and/or misrepresentation that result from the submittal which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous. All notifications of errors or omissions shall be directed to the Police Jury’s designated point of contact for this RFP.

5. Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if they are awarded a contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

6. Cost of Preparing Qualification Statements

The Police Jury shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the offer, preparing for oral presentations, and any other expenses

incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the Police Jury.

7. Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-22 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further considerations or recourse.

8. Tax Exempt Status

Police Jury purchases are exempt from state sales tax and federal excise tax. Tax should not be included in any cost proposal. The Police Jury will furnish their excise tax exemption certification upon request.

9. RFP Withdrawals and/or Amendments

The Police Jury reserves the right to withdraw this RFP for any reason.

The Police Jury reserves the right to amend any aspect of this RFP by written formal addendum prior to the submittal deadline and will endeavor to notify all potential Proposers that have notified the Police Jury's RFP point of contact of their intent to submit. However, failure to notify shall impose no obligation or liability on the Police Jury.

10. Estimated Quantities

The Police Jury does not guarantee to purchase any minimum of maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

11. Proposal Submittal Requirements

How to Submit

All proposals must be submitted via email, with the number and title of this RFP in the subject line. No proposals will be accepted if submitted via another means. Unidentifiable proposals will be unopened and marked as non-responsive.

Proposers must submit their proposal to the following email address:

rhoda@jdppj.net

Required Contents

All items in this RFP are considered part of the proposal package. Proposals must include the package in its entirety and must be signed in the appropriate places by an authorized representative of the entity with an original signature.

Proposals that do not include all required contents will be considered non-responsive.

Failure to submit the required type and number of copies will result in proposals being deemed non-responsive. Proposals must be submitted on the forms provided in this RFP; failure to do so will result in the proposals being deemed non-responsive.

Submittal Deadline

The deadline for submittal of proposals shall be Friday, April 05, 2024 at 4:00pm (Central Time).

It is the Proposer's responsibility to have their proposal documents, including any addenda, correctly submitted by the submittal deadline. No extensions will be granted. No late submittals will be accepted.

Late Submittals

Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded by the Police Jury shall be the official time of receipt. The Police Jury is not responsible for late submissions regardless of the reason. Late submissions will not be considered under any circumstance.

Alterations or Withdrawals

Any submitted proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposals cannot be altered, amended, or withdrawn by the Proposer after the submittal deadline.

Proposal Document Format

All proposals must be prepared on 8.5" x 11", vertically oriented pages, numbered at the bottom.

The proposal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes may be crossed out and corrections inserts and initialed in ink by the individual signing the Proposal.

Pre-proposal Conference

There will not be a pre-proposal conference for this RFP.

Validity Period

Once the deadline passes, any proposal document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in Appendix H - Scope of Services. Such proposal shall be irrevocable until the earlier of the expiration of 90 days from the submittal deadline, or until a contract has been awarded by the Police Jury.

12. Proposal Evaluation & Contract Award

Process

An award of a contract to provide the goods or services herein will be made using competitive sealed proposals, with the Police Jury's purchasing policy. The Police Jury will evaluate all proposals to determine which Proposers are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor, as identified in Appendix H - Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project.

The Police Jury may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Proposer. Discussions may not be initiated by Proposers. These discussions will be limited to issues and topics brought forth by the Police Jury. Any attempt by a Proposer or Vendor to deviate from the issues or topics to discuss other issues and topics concerning the RFP brought forth by the Police Jury shall be grounds for disqualification.

Proposers shall not contact any Police Jury personnel during the RFP process other than the contact identified for questions earlier in this RFP.

Correspondence

All correspondence related to this RFP, from advertisement to award, shall be sent to the Police Jury's contact, identified earlier in this RFP. All presentations and/or meetings between the Police Jury and any Proposer or Vendor relating to this RFP shall be coordinated by the Police Jury's contact. The Police Jury reserves the right to determine which proposal(s) provide(s) the Police Jury with the best value and which will be in the Police Jury's best interest.

Completeness

If the proposal document is incomplete or otherwise fails to confirm to the requirements of the RFP, the Police Jury alone will determine whether the variance is so significant as to render the proposal non-responsive.

Ambiguity

Any ambiguity in the proposal document as a result of omission, error, lack of clarity, or non-compliance by the Proposer with specifications, instructions, and all conditions shall be construed in favor of the Police Jury. In the event of a conflict between these standard RFP requirements and details provided in Appendix H – Scope of Services, the Appendix shall prevail.

Unit Prices and Extensions

If unit prices and their extensions do not coincide, the Police Jury may accept the price most beneficial to the Police Jury, and the Proposer will be bound thereby.

Additional Information

The Police Jury may request any other information necessary to determine Proposer's ability to meet the minimum standards required by the RFP.

Partial Contract Award

The Police Jury reserves the right to award one contract for some or all of the requirements proposed, or to award multiple contracts for various portions of the requirements to different Proposers based on the unit process proposed in response to this request, or to reject any and all proposals and re-solicit for proposals, as deemed to be in the best interest of the Police Jury.

No Commitment

This RFP does not commit the Police Jury to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

Protest Procedures

Any actual or prospective Proposer who is allegedly involved with the solicitation or award of a proposal may submit a protest to the decision. The protest must be submitted in writing to the Police Jury's designated contact within three (3) business days after such aggrieved person knows of, or should have known of, the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Police Jury will promptly issue a decision in writing to the protesting party.

All protests lodged by potential or actual Proposers must be made in writing and must contain the following information:

- Name, address, email address, and telephone number of the protestor;

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- RFP name, or contract number and name;
- A detailed statement of the protest’s legal and factual grounds, including copies of any relevant documents;
- Identification of the issue(s) to be resolved, and a statement of what relief is requested;
- Arguments and authorities in support of the protest; and
- A statement that copies of the protest have been delivered to all interested parties in the RFP process.

The Police Jury President has the authority to render the final determination regarding the protest. Any determination rendered by the Police Jury President will be final.

Single Proposal Response

If only one proposal is received in response to this RFP, a detailed cost proposal and/or Best and Final Offer (BAFO) may be requested of the single Proposer. A cost/price analysis and evaluation may be performed of the cost proposal in order to determine if the price is fair and reasonable.

Re-appropriation of Budget Items

The Police Jury may reduce the funds allocated and the services required under this agreement at its discretion. The Police Jury shall notify the contractor in writing of this reduction. Contractor shall not perform any services subtracted from this agreement. The de-obligation of funds does not require any formal amendment of this agreement but shall be evidenced by a revised budget approved by the Police Jury.

Appropriation of Funds

The Police Jury has established an appropriation (allocation) of funds for this project. In the event that these appropriated (allocated) funds are exhausted, the Contractor’s only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the Police Jury and no right to damages of any kind.

Termination for Cause

The occurrence of any one or more of the following events will justify termination of the contract by the Police Jury for cause:

- The successful Proposer fails to perform in accordance with the provisions of these specifications; or
- The successful Proposer violates any of the provisions of these specifications; or
- The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
- The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the Police Jury.

If one of more of the events identified above occurs, the Police Jury may terminate the contract by giving the successful Proposer seven (7) days written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

When the contract has been so terminated by the Police Jury, such termination shall not affect any rights or remedies of the Police Jury then existing or which may thereafter accrue.

Termination for Convenience

This contract may be cancelled or terminated at any time by giving the vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination, to the extent said services are satisfactory.

Subcontractors

The Police Jury shall have a single prime contractor as the result of any successful contract award. That prime contractor shall be responsible for all deliverables specified in the RFP and the submitted proposal. This requirement notwithstanding, Proposer may enter into subcontractor arrangements; however, they must acknowledge total responsibility for the entire contract in their proposal.

If the Proposer intends to subcontract for portions of the work, the Proposer must identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the requirements of this RFP is also required for each subcontractor.

Unless provided for in the contract with the Police Jury, the prime contractor shall not contract with any other party for any of the services herein contracted without express prior written approval of the Police Jury.

M/WBE Policy

It is the policy of the Police Jury to stimulate growth of local minority and woman-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity, and by affording them the opportunity to compete for all Police Jury contracts. This policy does not require the Police Jury to award contracts for services or procurements to a M/WBE which is not also the most responsive and responsible Proposer and otherwise qualified, unless the Police Jury may lawfully award the contract to someone other than the most responsive, responsible Proposer.

It is also the policy of the Police Jury to encourage Proposers to take affirmative steps to encourage participation by M/WBE entities in their project team.

Appendix A – Request for Proposals Document

Proposal Checklist (to determine validity of proposal):

___ Appendix A – Proposal Document

___ Appendices B-G (all forms must be complete, signed, and included)

___ Appendix H – Scope of Services

RFP Name:	Debris Monitoring Services (2024-03-02) (Amendment 01)
Submittal Deadline	Friday, April 05, 2024 at 4:00pm (Central Time)
Submit to:	rhoda@jdppj.net
Proposer’s Legal Name:	
Proposer’s Contact Name:	
Proposer’s Mailing Address:	
Proposer’s Email Address:	
Proposer’s Phone Number	
Proposer’s Federal Employer Identification Number:	

Proposer Authorization:

I, the undersigned, have the authority to execute this proposal in its entirety as submitted, and to enter into a contract on behalf of the Proposer.

Printed Name and Title of Representative: _____

Signature of Representative: _____

Date Signed: _____

1. Required Proposal Information

In order for a proposal to be considered complete and to be evaluated for a contract award by the Police Jury, Proposers must submit all of the following information.

- A. Cover Letter
- B. Table of Contents
- C. Executive Summary
- A. Relevant Corporate Experience and Background
- B. Case Studies and References (three)
- C. Approach and Methodology
 1. Work plan
 2. Project management plan
- D. Proposed Staff Qualifications
- E. M/WBE, Veteran, and/or Hudson Initiative Programs Participation
- F. Cost Proposal
- G. Forms

Cover Letter

A cover letter should be submitted on the Proposer's business letterhead and should be signed by the Proposer's representative.

Table of Contents

A table of contents must be provided with the proposal.

Executive Summary

The Executive Summary should introduce both the proposal and the Proposer. It should include the following administrative information:

- Proposer contact information
- Statement that proposal is valid for a minimum of 90 days from submission
- Background of the Proposer/Proposer's qualifications
- Discussion of Proposer's company structure, number of employees, identification of principal(s), years in business, and general financial standing
- Disclosure of any prior contracts or work with the Police Jury
- Disclosure of any current litigation that could affect this work. If none exists, the Proposer should so state
- Emergency business contact information
- Overview of any subcontractors included in the proposal
- Statement of compliance with terms and conditions in the RFP
- Identification of any real or perceived conflicts of interest
- Other information Proposer finds relevant to project/RFP

Relevant Corporate Experience and Background

The Proposer shall indicate that they have a record of prior successful experience in the implementation of the services requested by the RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the project scope and similarity to the scope of this RFP. All experience and background in this section must be insufficient detail to allow for adequate evaluation by the Police Jury.

Case Studies and References

Proposer shall provide three (3) case studies with references where Proposer has performed the same or similar type(s) of services as those requested in this RFP. Proposer shall provide references not affiliated with the Police Jury or any of its employees. Each reference provided shall include:

- Client/company name
- Contact name
- Contact title
- Contact phone
- Contact email address
- Dates of contract/service (beginning and ending)
- Description of the scope of services provided
- How reference relates to the Police Jury's project

Approach and Methodology

Proposer shall describe their functional approach to providing the services and identify specific tasks to meeting the RFP requirements of the provision of services. Proposals must include sufficient information to allow the Police Jury to adequately evaluate the Proposer's approach and methodology. Proposer shall include a proposed work plan for the project described in this RFP and must detail their project management plan.

Proposed Staff Qualifications

Proposer must provide an organizational chart of all staff proposed in their proposal; Proposers should identify subcontractors in their chart (if applicable). The chart must show clear lines of authority and responsibility.

Proposer must provide resumes for all personnel shown on the organizational chart. Resumes must indicate education, training, experience, special skills, and other qualifications, as well as the percentage of their level effort anticipated for this project. Key personnel should be clearly identified.

Proposer should also describe how they propose to handle the removal or replacement of staff, keeping in mind that all replacement staff must be approved by the Police Jury prior to joining the project.

M/WBE, Veteran, and/or Hudson Initiative Programs Participation

Proposer should identify and provide relevant documentation for all M/WBE, Veteran, or Hudson Initiative efforts, personnel, and subcontractors included in their proposal.

Cost Proposal

Proposers must provide their cost proposal for their total cost of implementing and completing the project, including but not limited to travel and project expenses. Cost proposals must include a hourly rate for each position identified in the hourly schedule attached in the RFP and must include titles and rates for all work described in the Proposer's Approach and Methodology. Proposers may include specific deliverables in their cost proposal.

Cost proposals must be provided using the template provided in this RFP.

Forms

Proposals shall include signed copies of Appendices B, C, D, E, and F.

2. Contract Terms & Conditions

Except where Proposer makes specific exception in their submitted proposal, any contract resulting from this RFP will contain the following terms and conditions, which Proposer hereby acknowledges and to which Proposer agrees by submitting their proposal.

- A. Corporation Requirements – If the successful Contractor is not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana. If the successful contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- B. Licenses and Commissions – The Contractor shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Contractor. The Contractor agrees to renew or keep current all licenses and commissions herein. The Contractor agrees to maintain a copy of all such licenses or commissions on file at all times, and to make same available for review as may be reasonably requested by the Police Jury.
- C. Confidentiality – All financial, statistical, personal, technical, or other data and information relating to the Police Jury’s operation which are designated confidential by the Police Jury and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Police Jury. The identification of all such data and information as well as the Police Jury’s procedural requirements for protection of such data and information from unauthorized use shall be provided by the Police Jury in writing to the Contractor.

The identification of all such data and information as well as the Police Jury’s procedural requirements for protection of such data and information from unauthorized use shall be provided by the Police Jury in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor’s data and information are deemed by to be adequate for the protection of the Police Jury’s confidential information, such methods and procedures may be used, with the written consent of the Police Jury, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor’s possession, is interpedently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties. Under no circumstances shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Police Jury.

- D. Delivery of Products and/or Services
 - 1. Contract terms – The period of any contract resulting from this RFP is tentatively scheduled to begin following the conclusion of the Police Jury’s evaluation, selection, and negotiation, and to continue for one year. This contract may be renewed for subsequent one-year terms, not to exceed a total of three years, in the event that each party agrees in writing.
 - 2. Invoice and payment terms – Certified itemized invoices to the Police Jury for the payment of these services shall be submitted monthly by the Consultant. Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the Police Jury, payment terms for the Police Jury are Net Thirty Days upon receipt of an invoice.
 - 3. Warranty of products and services – All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this RFP, to the satisfaction of the Police Jury and in accordance with the specifications, terms, and conditions

of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to and not in lieu of, any other express written warranties provided.

4. Late delivery or performance – If Contractor fails to deliver acceptable goods or services within the timeframes established in the project schedule, the Police Jury shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Contractor, who agrees to pay any such costs within ten days of notice.
5. FOB (delivery charges) – All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Contractor. The Police Jury does not accept COD or collect shipments. The contract price shall include all charges, including delivery, installation, and set up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Contractor at no additional cost to the Police Jury.
6. Title to goods and risk of loss – For goods to be provided by Contractor hereunder, if any, the title and risk of loss of the goods shall not pass to the Police Jury until the Police Jury actually received, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good acceptable working order.
7. Force Majeure – If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for continuance of the Force Majeure claimed, but for no longer period. Force Majeure means floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
8. Liquidated damages – The parties agree that, if the project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the owner because of any such delay will be uncertain and difficult to ascertainment, and that the reasonable foreseeable value of the use of said project by the owner will be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay and the owner agrees to accept as liquidated damages and not as a penalty the sum of \$250.00 per calendar day for each day's delay in fully completing said project beyond the time specified in the contract and any extensions of such time allowed there under.
9. Change orders – The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with the level of care ordinarily exercised by members of the profession throughout the State of Louisiana.
 - a) Change order due to Contractor error or omission – In the event that the Police Jury must have work done by change order or addition resulting from an error or omission by the Contractor, the Contractor shall provide, at no cost to the Police Jury, all professional services attributable to the change order. This is in addition to the Police Jury's right to recover from the Consultant any damages for its errors and omissions.
 - b) Change or due to unforeseen circumstances – All other changes orders must be approved in writing by the Police Jury prior to implementation. No verbal or non-written authorizations for any change order will be accepted as valid by the Police Jury, and no associated changes in cost will be paid by the Police Jury.

All vendors contracting with the Police Jury will be required to register, or have an active registration, with the System for Award Management (SAM). Registration is free. SAM is the official registration required to do business with the federal government, including local governments who receive federal funds. Registration is completed through the SAM website: <https://sam.gov/SAM>.

3. Miscellaneous

- A. Independent contractor – Proposer agrees that Proposer and Proposer’s employees and agents have no employer-employee relationship with the Police Jury. Proposer agrees that if Proposer is selected and awarded and contract, the Police Jury shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the Police Jury furnish any medical or retirement benefits, nor any paid vacation or sick leave.
 - B. Assignments – The rights and duties award the successful Proposer shall not be assigned to another without the written consent of the Police Jury. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
 - C. Liens – Proposer shall indemnify and save harmless the Police Jury against any and all liens and encumbrances for all labor, goods, and services which may be provided to the Police Jury by Proposer or Proposer’s vendor(s), and if the Police Jury requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the Police Jury.
 - D. Gratuities/bribes – Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise were offered or given by the successful Proposer, or its agent or representative, to any Police Jury officer or employee, with respect to this RFP or any contract with the Police Jury, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
 - E. Financial participation – Proposer certifies that it has not received compensation from the Police Jury to participate in preparing the specifications or RFP on which the Request for Qualifications is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
 - F. Authority to submit proposal and enter contract – The person signing on behalf of the Proposer certifies that the signer has the authority to submit the Qualification on behalf of the Proposer and to bind the Proposer to any resulting contract.
 - G. Authority to enter contract on behalf of the Police Jury – The Police Jury President is the only person authorized to execute contracts on behalf of the Police Jury. Department heads are not authorized to enter into any type of agreement or contract on behalf of the Police Jury. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods and/or services.
 - H. Energy efficiency – Proposer agrees to comply with all mandatory standards and policies related to energy efficiency which are contained in the State of Louisiana’s energy conservation plan (LA R.S. 40:1730.49).
- Compliance with applicable law – Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

4. Financial Responsibility Provisions

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- A. Insurance – The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies and in such amounts (unless otherwise specified in the Scope of Services) as the Police Jury may require, naming the Police Jury as the additional insured. Insurance coverage shall be on an ‘occurrence basis’.
1. Worker’s Compensation and Employer’s Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Louisiana;
 2. Commercial General Liability insurance for at least one million dollars (\$1,000,000) on a per occurrence basis, with a two million dollar (\$2,000,000) aggregate Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 3. Comprehensive Automobile Liability insurance covering all owned, non-owned, or hired automobiles to be used by the contractor, with coverage at least the minimum required by the State of Louisiana; and
 4. Professional Liability, Errors, and Omissions in an amount to be determined in the Scope of Services.
- B. Indemnification – In accordance with the laws of the State of Louisiana, the Contractor agrees to indemnify, save, and hold harmless the Police Jury, its employees, officials, and agents from any and all claims, actions, damages, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor’s supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the Police Jury will provide the Contractor with timely notice of such claim, dispute, or notice. Thereafter, the Contractor shall at its own expense, faithfully and completely defend and protect the Police Jury against any and all liabilities arising from this claim, cause of action, or notice.

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1. Indemnity for intellectual property – Proposer hereby warrants that the use or sale of the products, materials, and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the Police Jury for any and all costs, expenses, judgements, and damages which the Police Jury may have to pay or incur.
- C. Bond requirements – If applicable, per the Scope of Services, prior to the commencement of work on this project, contractor shall deliver to the Police Jury the following bonds issued by a good and sufficient surety by the State of Louisiana and satisfactory to the Police Jury, unless otherwise stated below:
 1. Bid bonds are required in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Louisiana and satisfactory to the Police Jury, or a cashier's check;
 2. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Scope of Services;
 3. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 4. A maintenance bond insuring full and prompt maintenance, repair, and/or replacement of the goods to be provided by the Bidder for a period of two years from the date of acceptance by the Police Jury.

Appendix B – Nepotism Statement

The Proposer or any officer, if the Proposer is other than an individual, shall disclose whether Proposer has a relationship, either by blood or marriage, with any official or employee of the Police Jury by completing the following:

If Proposer is an individual:

- I am not related by blood or marriage to any official or employee of the Police Jury.
- I am related by blood or marriage to the following official(s) or employee(s) of the Police Jury:

Name of Police Jury official or employee: _____
Relationship: _____

If Proposer is not an individual:

- The officers of the company submitting this proposal are not related by blood or marriage to any official or employee of the Police Jury.
- The officers of the company submitting this proposal are related by blood or marriage to the following official(s) or employee(s) of the Police Jury:

Name of company officer: _____
Title of company officer: _____
Name of Police Jury official or employee: _____
Relationship: _____

Appendix C – Non-Collusion Statement

The undersigned affirm that they are duly authorized to execute this contract, that this company, firm, partnership, or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated to the undersigned nor any employee or agent to any other person engages in this type of business prior to the official opening of this proposal.

Vendor: _____

Address: _____

Phone: _____

Email: _____

Proposer Name: _____

Position: _____

Signature of company official authorizing this submittal:

Company official name: _____

Official position: _____

Appendix D – Debarment & Suspension Certification

The undersigned certifies, by submission of this proposal or acceptance of a contract, that neither the Contractor nor its principals is presently debarred, suspended, proposed for debarments, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Proposer agrees that by submitting this proposal the Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

The above is true and correct to the best of my knowledge and belief.

Signature of company official authorizing this submittal:

Company official name: _____

Date of signature: _____

Note: the penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

Appendix E – No Intent to Submit Form

If your firm has elected not to submit a proposal or qualifications for this procurement, please complete and submit this form.

Please check all that apply:

- Do not provide the goods or services required
- Cannot be competitive
- Cannot meet the specifications highlighted in the attached request
- Project or job is too large
- Project or job is too small
- Do not wish to do business with the Police Jury
- Cannot provide required insurance
- Cannot provide required bonding
- Cannot comply with required indemnification
- Other: _____

Authorized officer name: _____

Company official name: _____

Appendix F – Federal Procurement Requirements

1. No Government Obligation to Third Parties

The owner and contractors acknowledge that, notwithstanding any concurrence by the federal government in or approval of this solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the owner, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Signature of company official:

Company official name: _____

Date of signature: _____

2. Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq)

Contractor acknowledges that the provisions of the Program Fraud and Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., 'Administrative Remedies for False Claims and Statements,' apply to its actions pertaining to this project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. IN addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the federal government deems appropriate.

Signature of company official:

Company official name: _____

Date of signature: _____

3. Access to Records and Reports

The following access to records requirements applies to this contract:

- A. The contractor agrees to provide the Jefferson Davis Parish Police Jury, the Louisiana Governor’s Office of Homeland Security & Emergency Preparedness, the Federal Agency Administrator, the Comptroller General of the United States, and 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.
- B. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts, and transcriptions.
- C. The contractor agrees to provide the Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. All project-related records will be retained by the contractor for three years after the termination of the awarded contract.
- E. In compliance with the Disaster Recovery Act of 2018, no language in this provision is intended to prohibit audits or internal reviews by the federal funding agency or the Comptroller General of the United States.

Signature of company official:

Company official name: _____

Date of signature: _____

4. Equal Employment Opportunity (20 CFR Part 1630, 41 CFR Part 60 et seq)

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) 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 may be 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules,

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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.

The offeror further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The offeror agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The offeror further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of company official:

Company official name: _____

Date of signature: _____

5. Government-wide Suspension and Debarment

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- A. This contract is a covered transaction for purposes of 2 CFR part 180 and 2 CFR part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- B. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, in addition to remedies available to Abbeville General Police Jury, the Louisiana Governor’s Office of Homeland Security and Emergency Preparedness, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of company official:

Company official name: _____

Date of signature: _____

6. Contract Work Hours and Safety Standards Act (20 CFR §5.5(b))

- A. Overtime requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts – Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Signature of company official:

Company official name: _____

Date of signature: _____

7. Compliance with David-Bacon Act (40 U.S.C. 3141 et seq) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland ‘Anti-Kickback’ Act (18 U.S.C, 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3) (as applicable)

- A. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions
- B. Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- C. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the Federal awarding agency.
- D. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

Signature of company official:

Company official name: _____

Date of signature: _____

8. Section 3 Clause (as applicable)

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- D. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- E. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Signature of company official:

Company official name: _____

Date of signature: _____

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

A. 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.

Appendix A, 44 CFR Part 18 – Certification Regarding Lobbying (to be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of their 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 subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to 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, 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 company official:

Company official name: _____

Date of signature: _____

10. Clean Air (42 U.S.C. § 7401 et seq)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Louisiana, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Signature of company official:

Company official name: _____

Date of signature: _____

11. Clean Water (33 U.S.C. § 1251 et seq)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Louisiana, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Signature of company official:

Company official name: _____

Date of signature: _____

12. Procurement of Recovered Materials (42 U.S.C. § 6962)

- A. In the performance of this contract, the Contractor shall make use of products containing recovered materials that are EPA-designated items unless the product(s) cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, and a list of EPA-designated items, is available at the EPA’s Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. Contract also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Signature of company official:

Company official name: _____

Date of signature: _____

13. Department of Homeland Security Seal, Logo, and Flags (as applicable)

The Contractor shall not use the DHS seal(s), logo, crests, or reproductions of flags or likenesses of DHS agency officials without specific DHS or FEMA pre-approval.

Signature of company official:

Company official name: _____

Date of signature: _____

14. Compliance with Federal Laws, Regulations, and Executive Orders

The Contractor acknowledges that FEMA financial assistance shall be used to fund contracts only. The contractor will comply with all applicable federal laws, regulations, Executive Orders, FEMA policies, procedures, and directives.

Signature of company official:

Company official name: _____

Date of signature: _____

15. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract

performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Signature of company official:

Company official name: _____

Date of signature: _____

16. Domestic Preference for Procurement

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Signature of company official:

Company official name: _____

Date of signature: _____

17. Copyright and Data Rights

The Contractor grants to the offeror, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the offeror or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the offeror data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the offeror.

Signature of company official:

Company official name: _____

Date of signature: _____

18. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business 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; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Signature of company official:

Company official name: _____

Date of signature: _____

19. Build America, Buy American Act Compliance (as applicable)

When required by federal program legislation, contractors must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers.

- (1) BABAA applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project.
- (2) Iron and steel manufactured products and construction materials used in the project are produced in the United States.

Signature of company official:

Company official name: _____

Date of signature: _____

Appendix G – Proposal Evaluation Factors & Process

Upon receiving proposals, an evaluation and selection committee will be established by the Police Jury President. Proposals will be evaluated utilizing the following criteria:

- A. Pass/Fail Criteria – Qualifications not in compliance with the following criteria will not receive further consideration:
 - 1. Compliance with the provisions of the requested information as stipulated in the RFP.
 - 2. Avoidance of personal and organizational conflicts of interest as prohibited by federal, state, and local law.
- B. Scoring Criteria – Proposals which comply with all pass/fail criteria will be evaluated based on consideration of the criteria below.

Proposals shall be evaluated based on information provided in the proposal. The Evaluation Team shall evaluate and score the proposals using the criteria and scoring discussed in this section. The proposal offering the best qualified and best value to the Police Jury will be selected, subject to negotiation and contracting.

Proposals will be opened so as to avoid disclosure of contents to competing Proposers and kept confidential during the process of subsequent negotiation when selected for a specific project. However, all proposals shall be open for public inspection after award, except for trade secrets and confidential information contained in the proposal and clearly identified as such.

Proposals shall be evaluated and award made on the basis of the following factors:

Factor	Weight
Project Team Organization & Qualifications	Up to 30 points
Key Personnel Qualifications	Up to 15 points
Qualifying M/WBE, Veteran, or Hudson Initiative	Up to 05 points
Record of Past Performance	Up to 20 points
Cost Proposal	Up to 30 points
Total:	100 possible points

1. Project Team Organization & Qualifications
 - a. Proposer’s experience with similar projects
 - b. Technical approach (methodology) - ADMS Demonstration
 - c. Geospatial technology and approach
2. Key Personnel Qualifications
 - a. Background and experience of Proposer’s project manager
 - b. Background and experience of Proposer’s key project personnel
 - c. Project manager’s experience with similar projects
 - d. Capability and capacity
3. Qualifying M/WBE, Veteran, or Hudson Initiative
 - a. Up to five points may be awarded for proposals that include qualifying M/WBE, Veterans, or Hudson Initiative
4. Record of Past Performance
 - a. Feedback of references
 - b. Prior experience with similar sized clients and projects
 - c. Demonstrated effective communication with previous clients and the public
5. Cost Proposal

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- a. Value to the Police Jury for services to be performed

The Police Jury will notify the successful Proposer(s) and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

The award of a contract is subject to the approval of the Police Jury.

Appendix H – Scope of Services

1. Introduction

NOTICE IS HEREBY GIVEN that Jefferson Davis Parish is requesting proposals from qualified Disaster Debris Removal Monitoring Services including the monitoring of TDSRS(s), the monitoring of the removal of ROW debris, and the monitoring of the removal of debris from water ways.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced monitoring Contractor who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in an efficient manner. The selected Contractor will be expected to meet any necessary deadlines related to data reporting to ensure accuracy of tracking debris volumes in a timely manner as directed by the Parish. The Contractor's personnel must be very familiar with debris removal eligibility criteria outlined in the FEMA Public Assistance Program and Policy Guide (PAPPG) and the NRCS Emergency Watershed Protection program guidance.

The successful Contractor must have demonstrated knowledge in and experience with Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Natural Resources Conservation Service (NRCS) Emergency Watershed Protection, and other applicable regulations, guidelines, and operating policies. The successful Contractor will support the Parish during disaster recovery efforts and will be responsible for all aspects of the debris monitoring process. The selected Contractor shall coordinate with the disaster debris removal Contractor(s) and the Parish to ensure a compliant, soundly managed, organized and well- documented approach to debris collection and disposal within applicable guidelines and requirements.

The selected Contractor will oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:

- The Stafford Act, Section 407
- The Stafford Act, Section 406
- 44 CFR § 206.224
- FEMA Public Assistance Program and Policy Guide (version applicable)
- 23 CFR – FHWA Emergency Relief
- USDA Emergency Watershed Protection Program Guidance

Additional requirements may be identified as part of a specific event or engagement.

This project may be funded in whole or in part with federal grant funds. If federal funding is utilized for this project, all program requirements of the funding program will apply to this project. The Police Jury will provide such requirements upon request and as available.

2. Project Locations

All areas within Jefferson Davis Parish, as assigned by the Police Jury.

3. General Project Description and Requirements

ACTIVATION/MOBILIZATION

When a major disaster occurs or is imminent, the Police Jury will contact the Contractor and provide a Notice to Proceed in order to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, rights-of-way, public parks and facilities, and other public sites as approved by the Police Jury.

The Contractor will begin coordination with the Police Jury and its Debris Removal Contractor as directed by the Police Jury.

The Contractor shall have a maximum of 48 hours from delivery of Notice to Proceed by the Police Jury to begin their response. Failure to mobilize in the allowed time may result in the selection of another Contractor.

The Contractor will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the Police Jury's preapproved temporary debris staging and reduction sites or landfill sites. The Contractor will be responsible for overseeing the lawful disposal of all debris and debris reduction by-products generated at all debris management sites.

PRE-EVENT ASSISTANCE

The Contractor will provide pre-event assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. The Contractor will, at no cost to the Police Jury:

- Provide Police Jury full-time personnel a debris management training session.
 - Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA and NRCS debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual planning meetings with Police Jury's representative and debris hauling and disposal Contractor(s) to establish/review applicable policies and procedures.
- The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring/Logs, Load Ticket Processing and Reconciliation, TDSRS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Issue Log Tracking, Data Compilation and Reporting, Debris Contractor Payment Monitoring and Reconciliation Processing, Category A and B Public Assistance Support, Identification of Marine/Water way Debris Removal Scope Identification and Process, Reporting and Coordinating with the Police Jury's Project Manager, and other related services as outlined in this Scope of Services, and as directed by the Police Jury.
- Stay current of changes to FEMA Grants Portal and current PAPPG debris removal and monitoring guidelines.

4. DEBRIS MONITORING AND ADMINISTRATION

A. The Contractor will provide debris monitors and debris monitoring services to assist the Police Jury

with monitoring the operations of the disaster debris removal and disposal Contractor(s). The debris monitoring services to be provided are debris Contractor compliance monitoring and oversight, not professional engineering services. The Police Jury will provide a Project Manager to work directly with the Debris Collection Contractor and the Contractor. The Police Jury will make the Contractor aware of preapproved temporary debris staging and reduction site(s) (TDSRS) and landfill sites for disposal of storm debris. If additional TDSRS are needed, the Contractor will coordinate with Debris Collection Contractor to secure additional sites. The Contractor shall be responsible for verifying that all TDSRS are properly permitted and compliant with all applicable regulations.

- B. The Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the Police Jury. The Project Manager shall remain on the job and available to the Police Jury at all times during the operational phases of the debris collection and disposal project. Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and TDSRS or final disposal sites. Contractor shall remove and replace employees immediately upon notice from the Police Jury's Debris Project Manager for conduct or actions not in keeping with the Agreement.
- C. Examples of project management and administrative responsibilities include but are not limited to:
- Coordinate daily briefings with key operational staff, Police Jury staff, and debris management Contractor(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and Contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management Contractor(s) and the debris management operation.
 - Provide a daily report of debris Contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the Police Jury's Project Manager or designee.
 - Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
 - Hire, train, deploy and supervise all field collection monitors and staff.
 - Conduct debris surveys and perform debris estimation by debris types as requested by the Police Jury.
 - Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
 - Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal. Contractor shall maintain a detailed GIS database of customer complaints and resolutions.
 - Make all reasonable efforts to ensure that TDSRS have access control and security. Conduct end of the day duties and verify that all vehicles have left the TDSRS at the specified time established by the Police Jury.
 - Make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
 - Schedule work for all team members and sub-Contractors on a daily basis.
 - Conduct inspections on a regular, predetermined, and random basis. Make all reasonable efforts

to ensure the appropriate frequency of oversight is performed for all work crews, vehicles, and locations.

- Monitor the debris removal Contractor(s), TDSRS(s) and final disposal locations for compliance with their contract with the Police Jury.
 - Provide training to Police Jury’s staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection Contractor(s), Police Jury, state, federal and other applicable agencies.
 - Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc.
 - Daily personnel tracking sheets (field reports) shall be maintained for all Contractor personnel assigned to the project.
 - Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
 - Prepare daily and periodic tracking reports to support debris removal, TDSRS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and Contractor invoices.
 - Compile records and assist the Police Jury, as requested, with the preparation of required forms for reimbursement.
- D. All debris loads shall be monitored in the field by collection monitors and documented in accordance with appropriate Federal guidance depending on location and type of debris to assure debris eligibility. The Contractor shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed. The Contractor shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the Police Jury. This team will monitor the debris Contractors for contract compliance, efficiency, and regulatory compliance. The team shall provide daily feedback to the Police Jury through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- E. The Contractor will establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:
- Having a Certified Arborist available to make determinations with regards to safety as well as tree health.
 - Verifying that all debris picked up is a direct result of the disaster.
 - Accurately recording the addresses, streets, and locations where debris was collected.
 - Verifying that the debris collection Contractor(s) are working in their assigned collection areas and roads.
 - Contractor shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Contractor shall immediately notify the Police Jury’s Project Manager to review matter and provide final resolution.
 - Inspecting work in progress to assure that removal efforts include debris of the property type in the proper areas.
 - Assuring compliance with Police Jury’s contracts by all debris Contractors and debris

subcontractors.

- Assuring the immediate threat of all hazards regarding stumps, hangers, and leaners are properly identified and documented in accordance with FEMA PAPPG, latest edition.
- Identifying eligible stumps, hangers, and leaners. Coordinating with the Police Jury's and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc.) are completed for reimbursement purposes as may be required by FEMA or appropriate federal agency.
- Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
- Coordinating with the Police Jury to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Contractor shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using GIS.
- Neither the services performed by the Contractor under this Agreement nor the presence of Contractor nor shall its employees nor subcontractors at any site in performance of its services relieve debris removal Contractor or their subcontractors, the Police Jury or any other entity of their obligations, duties, and responsibilities with respect to job site safety. Contractor has no authority to exercise any control over the debris Contractor or their subcontractors, the Police Jury, or any other entity in connection with any health or safety precautions. Contractor shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal Contractor or their subcontractors or any other entity except to the extent relating to Contractor's employees.

F. AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS). The electronic debris management system shall at a minimum create load tickets electronically eliminating the need for handwritten and scanned tickets. The system features shall include, at a minimum, the following:

- Paperless electronic (handheld device) data collection
- Database will be internet accessible to subcontractors, Police Jury, and other public entities on a need-to-know basis as directed by the Police Jury.
- Minimal manual entry of load ticket data fields.
- Automation of debris pickup location through use of current GPS technologies.
- Evaluation of daily event status using web-based reporting and current GIS tools.
- Coordination of Contractor invoice reconciliation, FEMA documentation and applicant payment process enabled through an integrated database management system.

G. GEOSPATIAL TECHNOLOGY SPECIFICATIONS AND GUIDELINES – Geospatial (GIS) technology for these services may include, but not limited to, the following:

- ESRI-based, password protected, access to webmaps/webapps and services for applicable spatial and tabular data for Commissioners and staff (*such as daily reports, property damage, debris monitoring locations and data, including stumps, hangers, leaners, etc.*)
- Webmaps/webapps shall contain simple, easy to use widgets, tools, or dashboards where simple data analysis can be performed on datasets. For example, determining the extent, quantity, or

other items for a daily debris removal summary snapshot.

- All ESRI-based services shall be real-time in nature. Static data file sharing, exports, reports, etc. shall be kept to a minimum for geospatial datasets.
- Geospatial data which possesses spatial and attribute components may be recorded using the mobile device's internal GPS. Where applicable, photographs shall be attached to each record within the online geodatabase and accessible to all end users.
- Photographs shall also be collected and delivered in the native format in addition to being part of the spatial database.
- Contractor shall provide real-time access to any type of debris collection activity data (debris pickup locations, load tickets, monitors, haulers, incident locations, TDSRS operations, etc.).
- Contractor shall provide ADMS program criteria with bid submittal.

DEBRIS VEHICLE & EQUIPMENT CERTIFICATION - All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The Contractor shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Contractor on behalf of the Police Jury and provided to the Police Jury upon their request or project completion. Additional copies shall be provided to the debris removal Contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each TDSRS to assure that no vehicle modifications have been made and to confirm data accuracy. The Contractor shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Contractor shall complete a Vehicle Certification Form for each vehicle. The original Vehicle Certification Form shall be delivered to the Police Jury's Project Manager or designee. The Vehicle Certification Form shall contain the following information:

- Vehicle make and model
- Length
- Width
- Height
- Volume in cubic yards
- Tag number of vehicle
- VIN number of vehicle
- Vehicle type
- Driver of vehicle name
- Sub-Contractor representative name
- Certification monitor name certifying vehicle
- Date(s) of Service
- Vehicle certification number (internally assigned)

When a certification monitor signs a vehicle certification, he/she is certifying that to the best of his/her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The Contractor's Project Manager or designee shall review all truck certification forms with the debris Contractor to assure completeness and

accuracy of each form before forwarding to the Police Jury's Project Manager or designee.

H. The Contractor shall provide the Police Jury's Project Manager and the debris Contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

- Overview of daily activities including status of damage complaints
- Cumulative debris totals by debris site
- Cumulative debris totals by type
- Cumulative debris totals by day
- Summary of monthly debris removal efforts (cumulative and by debris site)
- Summary of mulch removal efforts (cumulative and by debris site)
- Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
- Stump volume by site
- Leaner/Hanger/Stump data (daily activities and cumulative reporting as noted above)
- TDSRS and final disposal site(s) statuses
- Labor force report
- Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the Police Jury Project Manager.

I. The Contractor will provide Field Debris Monitors and Debris Monitoring Supervision and Management to assist the Police Jury with removal services related to natural or man-made disasters. The services to be provided are contract compliance supervision and inspection, not professional engineering services. At a minimum, the Contractor will provide qualified people who can perform the following roles:

- TDSRS DEBRIS MONITORS – Contractor shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary debris storage and reduction sites.

Services include:

- Provide disposal site monitors and inspectors personnel
 - Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
 - Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
 - Remain in contact with debris management/dispatch center or supervisor
 - Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated Police Jury personnel
 - Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations.
- FIELD DEBRIS MONITORS – Contractor shall provide roving on-site, street-level work area inspections of debris cleanup and collection.

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Services include:

- Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets
 - Provide field monitor personnel at designated areas to check and verify information on debris removal
 - Monitor collection activity of trucks
 - Issue manifest load tickets at loading site for each load
 - Check the area for safety considerations such as – downed power lines, children playing in area, are traffic control needs met, are trucks and equipment being operated safely
 - Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
 - Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc., document the damage with photos, if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor
 - Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area
 - Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations
 - Properly monitor and record performance and productivity of debris removal crew
 - Remain in constant contact with debris management/dispatch center or supervisor
 - Ensure that loads are contained properly before leaving the loading area
 - Ensure only eligible debris is collected for loading and hauling
 - Ensure only debris from approved public areas is loaded for removal

 - Photographically document hazardous trees (leaners and hangers) in a manner that clearly identifies the threat in accordance with FEMA PAPPG, latest edition

 - Photographically document water way debris in a manner that clearly identifies the threat in accordance with the NRCS emergency watershed program and FEMA PAPPG guidelines
 - Verify that all trucks leaving the site have been completely emptied of all debris from the trucks
 - Perform other duties from time to time as directed by the debris management project manager or designated Police Jury debris management personnel.
- SENIOR TECHNICIAN/FIELD SUPERVISOR – Contractor shall provide a Senior Technician/Field Supervisor to oversee debris monitoring activities in the field.

Services include:

- Oversight and supervision of all field activity
- Schedule monitoring resources and deployment timing
- Communication with Police Jury’s personnel including meetings at the Police Jury’ discretion during activation
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area

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safety and eligibility

- Compile operational reports
 - Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations.
 - Maintain a complaint tracking system with resolution/action taken
- SUPERVISING MONITORS – Contractor shall provide supervising monitors to coordinate actions of field and TDSRS monitors. A minimum of two TDSRS monitors are required per debris site.

Services include:

- Coordination of daily operations with Debris Management Contractors
 - Coordination of logistics of the TDSRS(s) to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).
 - Observation of vehicles entering and exiting the TDSRS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.).
 - Calibration of debris vehicle load determinations with the FEMA monitors (TDSRS monitors are expected to provide volume determination consistent with FEMA).
 - Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by Police Jury.
 - Coordinating with local, state, and federal agencies as needed for TDSRS(s) on issues such as notification, obtaining permits, determining reimbursement, etc.
 - Providing preliminary assessment and documentation of TDSRS(s) and assist in return of site to original conditions.
 - Providing personnel to supervise the operation of TDSRS(s) including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
 - Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping and assuring that all vehicles have left the TDSRS.
 - Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers) that clearly identify the threat in accordance with FEMA PAPPG, latest edition
 - Review damage reports
 - Resolve complaints – Report complaints and resolutions via complaint tracking system.
 - Compile all necessary reports.
- DATA MANAGER – Contractor shall provide a data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state, and local requirements. This may involve use of electronic monitoring equipment or other approach as approved by the Police Jury.
 - COST RECOVERY SPECIALIST – Contractor shall provide a cost recovery specialist to work hand-in-hand with Police Jury Project Manager, or their designee, to provide adequate data necessary to develop project worksheets for all Category A expenses and documentation, as well as FHWA and NRCS applications.
 - GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONTRACTOR:

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(a) Pre-event

The pre-event services performed by the Contractor may include:

- Debris Management Plan and Standard Operating Procedures updates
- Inter-agency cooperative exercises and training
- FEMA/FHWA guidance and policy
- Review TDSRS locations and verification that sites are compliant with all required permitting
- Debris management Contractor bid preparation and review.
- Coordination of pre-event planning with debris contractor.

(b) Post-event

The listed services performed by the Contractor must include:

- Contract administration
- Debris estimates
- Perform oversight for road clearance and debris loading by debris management Contractors
- Provide TDSRS monitoring at various locations, including sites that handle materials from multiple Contractors and or monitoring firms
- Environmental assessment of TDSRS locations
- Ensure that all TDSRS locations are compliant with all required permitting and properly closed and remediated in accordance with FEMA PAPPG, latest edition.
- Truck certification
- TDSRS monitoring accommodating multiple municipalities/agencies
- Quality assurance and quality control of all documentation pertaining to debris management monitoring
- Safety procedures are outlined and followed
- Assist the Police Jury with information regarding public inquiries
- Provide technical advice to the Police Jury
- Be available to address questions from FEMA and FHWA both during and after services have been performed
- Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event
- Provide current status reporting (including mapping) to the Police Jury daily, weekly, or as otherwise deemed necessary by the Police Jury utilizing, but not limited, to GIS
- Review and validate Debris Management Contractor(s) invoices prior to submission to the Police Jury for processing

- J. PAYMENT MONITORING AND RECONCILIATION PROCESS - The Contractor shall review, validate, and reconcile debris management Contractor invoices prior to submission to the Police Jury for processing. The Contractor shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the Police Jury and debris Contractor's representatives. All invoices from the debris Contractor shall be directed to the Contractor. Within seven (7) calendar days of receipt, the

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invoices shall be reviewed by the Contractor to be accepted or rejected. The Contractor shall issue in writing to the Police Jury and the debris Contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Contractor shall clearly state the reasons for rejection and work with the debris Contractor to resolve immediately. Billing invoices will be submitted bi-weekly by end of following week so that verification and reconciliation can be performed.

K. The Contractor shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris removal Contractor. A weekly log of such complaints and their resolution shall be provided to the Police Jury's Project Manager.

L. OTHER RELATED SERVICES

1. Event Closure - The Contractor shall assist the Police Jury in preparing final reports necessary for reimbursement by GOHSEP, FEMA, FHWA, NRCS, and other applicable agencies for disaster recovery efforts by Police Jury staff and designated debris management Contractors. The Contractor shall assist in reviewing and processing requests for payment by the debris removal management Contractor.

2. Federal Funding - To ensure that processing of federal funding is acquired as quickly as possible, the following information and its accuracy is the responsibility of the awarded Contractor:

- Review/reconciliation of debris Contractor invoices and payment recommendation letter
- Monitoring and Collection information (volume reports, logs, etc.)
- Project Status Reports
- Completed Load tickets
- Photographs of Debris Collections in accordance with appropriate federal guidance, latest edition
- Tipping Fee Receipts
- Contractor invoices
- Review of debris Contractor equipment hours of operation
- Vehicle certifications
- Start and end dates of the first debris removal pass and all subsequent passes
- Timesheets of all subcontractors to support debris monitoring invoices

3. Compliance - The Contractor shall provide professional oversight to monitor compliance with local, state, and federal regulations. The Contractor shall stay current with AEMA, FEMA and FHWA policies and procedures and notify the Police Jury's Project Manager immediately as changes occur.

DELIVERABLES – At a minimum, the following deliverables must be provided to the Police Jury at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the Police Jury may add and/or delete deliverables to meet the needs of the Police Jury, State, FEMA or other agency. All deliverables will be submitted electronically, in a format specified by the Police Jury and by hard copy as applicable and directed by the Police Jury.

The minimum deliverables to be provided include:

- (a) A log of damages reported, damage corrections/repairs and releases (if applicable)

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- (b) Original load tickets, boxed, bound by date, and sorted by ticket number
- (c) Electronic ticket logs including information from ticket
- (d) Daily tower logs
- (e) Daily logs with list of all personnel with signatures and initials
- (f) Binders with issues and final resolution
- (g) Map books with daily logs
- (h) List of tickets issued by monitors, and list of lost/voided tickets
- (i) Each Ineligible debris pile will be tagged, in a format approved by the Police Jury, and a list compiled and submitted to the Police Jury
- (j) Operational Reports shall be prepared by the Contractor and submitted to the Police Jury throughout the duration of the recovery operations. The reports shall document the Debris Management Contractor's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the Police Jury Project Manager or their designee. Each report shall contain the following minimum information:
 - i. Correct and accurately completed load tickets consistent with all reporting documents
 - ii. The times of operation of all debris loading trucks
 - iii. Reports, maps, and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed, and hauled.
- (k) A Final Report prepared by the Contractor and submitted to the Police Jury Project Manager within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDSRS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

Contractor will work with the Police Jury from preplanning throughout the entire project(s) until final federal project closeouts.

