

Jefferson Davis Parish Police Jury

REQUEST FOR PROPOSALS

Project Title: Disaster Debris Removal and Disposal –
Waterways – Amendment 01

RFP Number: 2024-03-04

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 of 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
Mandatory Pre-Proposal Conference	Tuesday, March 26, 2024
Deadline for receipt of written inquiries	Wednesday, March 27, 2024
Publication of responses to written inquiries	Friday, March 29, 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 consideration 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 or 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.

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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 **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 be a mandatory pre-proposal conference for this RFP. Proponents will have the opportunity to ask questions about the scope of services, locations, and other information in this RFP. Any Proponent who does not attend the pre-proposal conference, either in person or online, will not be considered.

The mandatory pre-proposal conference will be held on Tuesday, March 26, 2024 at 4:00pm Central Time, both in person and online:

Physical Location:
Police Jury Room
304 N State Street
Jennings, LA 70546

Online:

To request a link, please send an email, using the subject line 'Disaster Debris Removal & Disposal-Waterway – Pre-Proposal Conference' to:

kgeorge@dcmcpartners.com

Please include the names and email addresses of all attendees in the body of the email, as well as the company name.

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All link requests must be received no later than Monday, March 25, 2024 at 12:00pm Central Time. Requests received after that time will not be responded to.

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 conform 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

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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;
- 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

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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.

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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:	Disaster Debris Removal & Disposal – Waterway (2024-03-04)
Submittal Deadline	April 05, 2024 at 4:00pm (Central Time)
Submit to:	rhoda@jdppi.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, with documented examples of work performed involving multiple federal funding sources, including FEMA and NRCS. 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

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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 or unit price for each position / service identified in the price sheet 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 three years. This contract may be renewed for subsequent one-year terms, not to exceed a total of five years, in the event that each party agrees in writing.

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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).
- I. 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

- 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.

Jefferson Davis Parish Police Jury
Disaster Debris Removal & Disposal - Waterway (2024-03-04)
Request for Proposals – Amendment 01

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

This form is requested of any Proponent that attends the Mandatory Pre-Proposal Conference and later determines not to submit a proposal.

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, 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 contains 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)- Management of ROW debris removal and Temporary Reduction sites
 - c. Experience in managing waterway debris removal operations with multiple funding sources.
2. Key Personnel Qualifications
 - a. Background and experience of Proposer’s project manager
 - b. Background and experience of Proposer’s 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

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- b. Prior experience with similar sized clients and projects
 - c. Demonstrated effective communication with previous clients and the public
5. Cost Proposal
- 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

The Jefferson Davis Parish Police Jury (the Police Jury) requests proposals from qualified Disaster Debris Removal Contractors including the management of temporary sites and the removal of debris from waterways.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced debris removal Contractor who is capable of (1) efficiently removing of large volumes of disaster-generated waterway debris from a large area in a timely and cost-effective manner and (2) 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 waterway debris removal operations in an efficient manner. The selected Contractor will be expected to meet any and all necessary deadlines related to debris removal, and close coordination with the Police Jury’s Disaster Debris Monitoring Contractor to develop clear data reporting to ensure accuracy of tracking debris volumes in a timely manner as directed by the Parish. The Contractor’s personnel must be familiar with and experienced in 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 be knowledgeable in Federal Emergency Management Agency (FEMA), 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 waterway debris removal and temporary site operations. The selected Contractor shall coordinate with the disaster debris monitoring Contractor(s) and the Parish to ensure a compliant, soundly managed, organized and well- documented approach to debris collection and disposal within all applicable federal, state, and local regulations, policies, and guidelines.

The selected Contractor will conduct debris removal operations 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)
- USDA Emergency Watershed Protection Program Guidance

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

Any public waterways including drainage and irrigation ditches and canals, in the unincorporated areas of Jefferson Davis Parish.

3. General Project Description and Requirements

I. Project Description

The Jefferson Davis Parish Police Jury (the Police Jury) is soliciting proposals from qualified firms for the provision of **Waterway Disaster Debris Removal and Disposal Services** of disaster debris as directed by the Police Jury in order to eliminate and/or reduce immediate threats to public health and safety in accordance with the Stafford Act and Federal Emergency Management Agency (FEMA) policies and guidelines and other appropriate and applicable federal guidance. The Police Jury's goal is to complete the debris removal and disposal process within ninety (90) days if the entire area of the Police Jury is accessible during that period. The resulting contract will be utilized on an "as needed" basis for disaster debris removal and disposal services. Due to the unpredictability of both natural and man-made disasters the exact type and amount of services cannot be determined; therefore, the Police Jury shall not be liable for any contractual agreements/obligations the Contractor enters into with third parties based on the Police Jury's need for such services in the event of disaster. The Police Jury does not guarantee any specific amount of work under a contract resulting from this request for proposal.

II. Pre-Proposal Conference & Site Visit

A mandatory pre-proposal conference will be held at **4:00 P.M., (Central Time) on Tuesday, March 26, 2024**. This pre-proposal conference will be offered both in person and online (please refer to the Pre-Proposal Conference section of this RFP for details.) Firms may ask questions about the Request for Proposal process during this conference. Questions and answers will be made in the presence of all attendees. If a question cannot be answered during the conference, answers will be provided via written addendum distributed on the Police Jury's website: www.jdppj.net.

It will be the sole responsibility of the Contractor to inspect the Police Jury's location(s) and/or designated work areas prior to submitting a proposal in response to this request for proposal. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

III. DEFINITIONS AND ACRONYMS

A. Definitions are provided for those terms listed below:

1. *Authorized Representative* – Police Jury employees and/or contracted individuals designated by the Police Jury or Police Jury Debris Manager.
2. *Chipping or Mulching* – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
3. *Cleanup Crew* – A group of individuals and/or an individual working for Debris Removal Contractor collecting disaster debris.
4. *Construction and Demolition Debris (C&D)* – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include:

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- Debris must be located within a designated disaster area and be removed from an eligible applicant’s improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster.
5. *Citizen Collection Center (CCC)* – A temporary debris management site set- up to allow citizens to drop-off identified eligible debris.
 6. *Police Jury* – Jefferson Davis Police Jury, Louisiana, a political subdivision of Louisiana.
 7. *Drainage Districts* – subdivisions of the Police Jury responsible for management of drainage canals.
 8. *Police Jury Debris Manager* – The Police Jury will designate a Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operation(s) within the Jefferson Davis Police Jury.
 9. *Police Jury Approved Final Disposal Site* – A final disposal location approved in writing by the Polic Jury.
 10. *Debris* – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.
 11. *Debris Clearance* – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
 12. *Debris Monitoring* – Actions taken by applicants to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for federal or state grant reimbursement.
 13. *Debris Removal* – Picking up debris and taking to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end- use facility.
 14. *Debris Removal Contractor* – Also referred to as the “Proposer,” “Debris Removal Service Provider (DRSP),” “Service Provider,” and/or “Contractor” in this document, conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors, and individual crews.
 15. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the Police Jury. The Contractor will leave all sites utilized clean and restored to the original state as approved by the Police Jury and verified through soil and groundwater samples.
 16. *Demolition* – The act or process of reducing a structure, as defined by the State of Louisiana or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
 17. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
 18. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the Police Jury to the Service Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. As applicable this guidance includes the FHWA Emergency Relief program

for debris on federal aid roads and the USDA Emergency Watershed program for debris in waterways. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the federal agencies during a debris removal project.

19. *Electronic Debris* – End of life electronics, typically televisions, computers, and related components
20. *FEMA Publication 325 – Debris Management Guide* – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
21. *Field Inspector* – Monitor.
22. *Force Account Labor* – Labor performed by the applicant's permanent, full time, or temporary employees.
23. *Garbage* – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and papers.
24. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
25. *Hazardous Hangers* – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
 - The limb must be greater than two inches in diameter;
 - The limb must be suspended in a tree and threatening a public-use area; and
 - The limb must be located on improved public property.
26. *Hazardous Leaners* – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publications 325 include:
 - The tree has more than 50 percent of the crown damaged or destroyed (requires written documentation from an arborist).
 - The tree has a split trunk or broken branches that expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
27. *Hazardous Stump* - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
 - The stump has 50 percent or more of the root-ball exposed.
 - The stump is located on a public right-of-way.

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- The stump poses an immediate threat to public health and safety.
28. *Household Hazardous Waste (HHW)*– Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.
- HHW must be located within a designated disaster area and be removed from an eligible applicant’s improved property or right-of- way.
 - HHW removal must be the legal responsibility of the applicant.
 - HHW must be a result of the major disaster.
- The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. The Police Jury may utilize existing environmental contractor to remove this type of waste in a large-scale debris generating event.
29. *Monitor* – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the Police Jury’s expectations and contractual requirements and are compliant with all applicable federal, state, and local regulations. (May also be referred to as a Field Inspector.)
30. *Outbuilding* – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
31. *Recycling* – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
32. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
33. *Regulated Waste* – Any waste that is regulated by the EPA, LDEQ, or local rules/ordinance.
34. *Right of Entry* – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Service Provider or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
35. *Right-of-Way (ROW)* – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
36. *Scale/Weigh Station* – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
37. *Service Provider* – The party or parties contracting directly with the Police Jury to perform work pursuant to this Agreement.
38. *Subservice Provider/Subcontractor* – Any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with the Debris Removal Service Provider or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
39. *Supplemental Agreement* – A written order to Service Provider signed by the Police Jury and accepted by Service Provider, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
40. *Temporary Debris Management Site (TDMS)* – Site where collected debris is taken by

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the Police Jury and/or Service Provider(s) for staging and processing prior to final disposal.

41. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
42. *Vegetative Debris* – As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an Eligible applicant’s improved property or right-of- way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster.
43. *Volatile Organic Compounds (VOCs)* – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking- water supply.
44. *White Goods* – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils and must be removed. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
 - White goods must be located within a designated disaster area and be removed from an eligible applicant’s improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster.
45. *Work* – Any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Service Provider under this Agreement.

46. Acronyms

ACM	Asbestos Containing Material
C&D	Construction and Demolition
CFR	Code of Federal Regulations
DMSP	Debris Monitor Service Provider
DRSP	Debris Removal Service Provider
EPA	Environmental Protection Agency
ESA	Endangered Species Act

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FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographic Information System
GPS	Global Positioning System
HHW	Household Hazardous Waste
NRCS	Natural Resources Conservation Service
OSHA	Occupational Safety and Health Administration
PA	Public Assistance
PDA	Preliminary Damage Assessment
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
PW	Project Worksheet
RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFP	Request for Proposal
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
LDEQ	Louisiana Department of Environmental Quality
TDMS	Temporary Debris Management Site
TDSR Site	Temporary Debris Storage and Reduction Site
TSDF	Hazardous Waste Treatment, Storage, and Disposal Facility
DOTD	Louisiana Department of Transportation & Development
USACE	United States Army Corps of Engineers

IV. Subcontracting

Proposers shall provide a list of any proposed subcontractors or joint venture arrangements that may be used on the project along with a description of their respective duties.

The use of debarred vendors is prohibited, be they prime contractor or subcontractor. A complete list of federally debarred contractors can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that Subcontractor(s) are in good standing with Office

of Federal Contract Compliance Program (OFCCP).

Contractor may not sell, sublet, or otherwise delegate services outlined in this proposal to others without written consent of the Police Jury.

V. Equipment

Proposers shall supply a list of equipment owned by the company, or provide proof of the ability to obtain the necessary type of equipment, needed to successfully perform the job duties under this contract i.e. Trucks, loaders, towers, temporary office buildings, etc.

All vehicles used in the operations of this contract must be clearly identified with the Contractor's name. Personal use vehicles are exempt.

VI. Adjustments, Additions, or Deletions

Requests by the Police Jury for additional service and/or service suggestions made by the contractor which exceed agreed upon scope, shall be provided in writing including itemized pricing. If agreed upon in writing by the Police Jury, contractor may produce with additional services with the understanding charges shall be shown on billing invoice in a category stating "Additions to Contract" and must itemize the quote and invoice.

VII. Minimum Qualifications of Proposer

By submitting a proposal, the Proposer certifies that they are a duly qualified, capable, and otherwise bondable business entity that is not in receivership or contemplates same, nor has filed for bankruptcy. The Proposer must not be indebted to the Police Jury and shall not owe any back taxes to the Police Jury. The Proposer warrants they are familiar with all laws, regulations, and customs applicable to the type of business required herein.

The selected firm must be experienced and knowledgeable with the Federal Emergency Management Administration (FEMA) and United States Department of Agriculture (USDA) National Resource Conservation Service (NRCS) Emergency Watershed Program and insurance reimbursement rules and procedures and must demonstrate such to the Police Jury in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local, and federal environmental regulating and permitting agencies.

The selected firm will be responsible for staying current with all FEMA, NRCS, OSHA, FHWA, and all State of Louisiana agency guidelines and regulations and **will be responsible for advising the Police Jury from beginning to end to ensure maximum financial recovery for the Police Jury.**

VIII. Right to Request Additional Information

The Police Jury reserves the right to request additional information or documentation that it deems appropriate and necessary for the review and award process during both the initial proposal review process and the award/appointment phase.

IX. Description of Designated Areas

The designated area(s) for debris removal is comprised of the unincorporated areas of the Jefferson Davis Police Jury and may include public waterways, TDMS, or CCCs. The Police Jury Debris Manager may also authorize the Contractor to perform debris removal in other areas, as

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directed in writing by the Police Jury Debris Manager.

The Police Jury Debris Manager will authorize and approve which services the Service Provider(s) shall provide from the scope of services and which zones/areas must be prioritized.

All debris identified by the Police Jury Debris Manager shall be removed. The number of complete passes the Service Provider shall conduct through the Police Jury is at the discretion of the Police Jury Debris Manager. Partial removal of debris piles is strictly prohibited unless approved in writing by the Police Jury Debris Manager. The Debris Removal Service Provider (DRSP) shall not move from one designated work area to another designated work area without prior approval from the Police Jury Debris Manager or their authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Service Provider shall not enter onto private property during the performance of this contract unless specifically authorized by the Police Jury Debris Manager in writing.

The DRSP shall deliver all disaster related debris to a Police Jury approved Temporary Debris Management Site (TDMS) or Police Jury approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations.

All Final Disposal Sites must be approved, in writing, by the Police Jury Debris Manager. The DRSP will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. Debris Removal and Disposal operations and remediation must comply with all local, state, and federal safety and environmental standards. The DRSP reduction, handling, disposal and remediation methods must be approved, in writing, by the Police Jury Debris Manager.

The Police Jury will arrange and incur all tipping fees at approved Final Disposal Site(s).

The DRSP shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies, or of any public utilities.

The Police Jury reserves the right to inspect TDMSs, CCCs, verify quantities, review operations and re-certify truck/trailer capacities at any time.

TDMS/CCC

- The cost associated with preparing, operating and remediating these sites used as TDMS in the Police Jury is a cost borne by the DRSP and compensated based on the DRSP proposal for Debris Removal and Disposal.
- The DRSP Operations Manager will assign a Foreman to the (each) TDMS or CCC, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The TDMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational reports to the DRSP Operation Manager, who will in turn provide this information to the Police Jury. These daily reports must

meet the requirements of FEMA or other federal agencies, and other reimbursement and regulatory governmental agencies.

- DRSP will prepare and maintain the TDMS(s) to accept and process all eligible storm debris. Preparation and maintenance of these sites shall include the following:
 - Maintaining the TDMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
 - Ensuring only Service Provider vehicles and others specifically authorized by the Police Jury will be allowed to use the TDMS(s)
 - Providing TDMS(s) utilities which include but are not limited to water, lightning, and portable toilets.
 - Providing TDMS(s) facilities such as, but not limited to, temporary office buildings.
 - Providing TDMS(s) and CCC(s) with traffic control which includes, but is not limited to, traffic cones and staff with traffic flags.
 - Providing TDMS(s) dust control and erosion control which includes but is not limited to an operational water truck, silt fencing, and other best management practices.
 - Providing TDMS(s) One per site fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
 - Providing TDMS(s) and CCC(s) with soil barriers, berms and other control measures for Household Hazardous Waste, White Goods and Electronic Debris that may be incurred during the disposal process.
 - Provide EPA-approved technicians at these sites to collect ozone depleting refrigerants, mercury or compressor oils from white goods, and provide documentation of removal.
 - Providing 24-hour site security for TDMS(s).
 - Environmental monitoring will be conducted on a continuous basis during operations. In the event that environmental concerns are discovered, the DRSP shall halt operations until remediation can occur to rectify the issue to the approval of the Police Jury and LDEQ (if needed).
 - Safety monitoring will be conducted on a continuous basis during operations. In the event that a safety concern is identified, the DRSP shall halt all operations until such time the safety concern can be rectified or eliminated. The DRSP shall document the safety concern and the actions taken to rectify or eliminate it.
 - Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade, sod, and other physical features. Site remediation also includes returning the site to its original condition as verified through soil and groundwater samples.

DRSP will be responsible for removing all debris from each CCC site on a daily basis.

DRSP will be responsible for returning all utilized TDMS to their original condition prior to site use. TDMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. TDMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. TDMS remediation will follow all state and federal environmental regulatory

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requirements and is subject to final approval by the Police Jury and the Louisiana Commission on Environmental Quality (LCEQ). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

X. Statement of Work

- A. Under this contract, work shall consist of coordinating and mobilizing a reasonable and appropriate number of debris removal and reduction crews, as approved by the Police Jury Debris Manager. Work shall also include the clearing and removing of any and all “Eligible” debris as most currently defined (at the time written notice to proceed is issued to the DRSP) by the Federal Emergency Management Agency (FEMA) Public Assistance Program & Policy Guide (PAPPG). All applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets, and policies and as directed by the Police Jury Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as required by FEMA during the course of a debris removal project. The aforementioned definition of “eligible” applies to all uses throughout Scope of Services items 1 through 16. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris by mechanical equipment (hand loading is strictly prohibited); 3) hauling debris to Police Jury approved TDMS(s) or Police Jury approved Final Disposal Site(s); 4) reducing disaster related debris through a means approved by the Police Jury Debris Manager; 5) hauling reduced debris to a Police Jury approved Final Disposal Site; and 6) disposing of reduced debris at a Police Jury approved Final Disposal Site. Debris not defined as eligible by FEMA Publication PAPPG version 4 or state or federal Disaster Assistance Directorates (DADs), Disaster Assistance Policies (DAPs) or Recovery Policies (RPs) will not be loaded, hauled or dumped under this contract unless written instructions are given to the Service Provider by the Police Jury Debris Manager. It shall be the Service Provider’s responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Debris Removal Service Provider (DRSP) was issued notice to proceed, unless otherwise directed by the Police Jury Debris Manager, in writing.
- B. Police Jury personnel will complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The Police Jury intends to perform debris clearance for access within its own forces or under existing contracts between the Police Jury and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the DRSP may be directed to perform them.
- C. After activation of the contract and after a preliminary damage assessment, the Police Jury and the DRSP, together, will establish a time limit in which work will be completed. In addition, a schedule of events will be established to identify at a minimum:
- Start of debris removal operations
 - First pass of the removal of public and/or private disaster debris
 - Second pass of the removal of public and/or private disaster debris
 - Last pass of the removal of public and/or private disaster debris
 - Last pass for all eligible debris
 - If opened, the closure and remediation of CCCs and TDMSs

D. Scope of services under this contract includes, but is not limited to:

SCOPE OF WORK FOR DEBRIS REMOVAL WITHIN WATERWAYS

The Police Jury has drainage and irrigation ditches and canals including several public bodies of water throughout the Parish. Some of the facilities are used for recreational and commercial boats. These areas as well as other wet areas are anticipated to have storm created debris after events. The selected contractor immediately will be tasked with removing vegetative and construction and demolition debris deposited in a declared event within all waterways located within the limits of the Jefferson Davis Parish Police Jury to alleviate hazardous conditions that are a result of a declared event and to restore waterways to pre-event drainage conveyance. These waterways include the wet ditches/canals throughout the Police Jury. The Contractor shall utilize appropriate methods including, but not limited to, sonar and divers in order to locate submerged debris within the waterways and along banks.

All debris shall be legally transported and appropriately disposed of in an upland site, permitted by the Louisiana Department of Environmental Quality (LDEQ) (or applicable state agency) for C&D (Construction and Demolition) disposal. Removal of any debris from the waterways shall comply with the terms and conditions issued by the JDPPJ, the State of Louisiana, and federal agencies as applicable.

The contractor shall provide a brief debris management plan specific to the waterway removal. Each aspect of the plan shall be site specific to the conditions that exist within the Police Jury's waterways. Qualified bidders are strongly encouraged to view the waterways included in this scope when developing debris bids. The bidders are encouraged to provide examples of where previous waterway debris projects were funded by NRCS and FEMA and how the bidder can provide best practice to the Police Jury in seeking federal assistance in these programs.

Root balls which have been dislodged will be cut off as close to the root ball as possible and put back into the void in the bank in order to reduce risk of scouring and erosion along banks. The contractor shall not dig into the channel slopes or bottom of the bank while removing debris. Waterway debris in navigable canals and waterways shall be collected using barges and marsh buggies where feasible and debris shall be transported by barge to prospective offload sites for transfer to land or to each load out site. Debris taken from waterways will be transferred to debris trucks or to an upland location for collection by a debris truck. The unit price for waterway debris removal includes the work required to transfer the debris-to-debris truck or upland collection site. Once "wet" debris is loaded into debris truck, the debris will be hauled using the rate for public rights-of-way debris removal. Each crew performing waterway debris removal shall provide debris hauling trucks such that debris can be accurately measured for payment.

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The requirements for hazardous waste spills apply to waterways debris removal. Therefore, it is the contractor's responsibility to inspect all equipment prior to use within the waterways in order to ensure release of oils, gasoline, or diesel is avoided. Release or contamination shall be the responsibility of the contractor. When removing vehicles from the waterways, care shall be taken to avoid further contamination of the waterways. Under water chainsaws will be operated using vegetable oil in place of hydraulic oil to avoid polluting the waterways. In addition, all Best Management Practices shall be the responsibility of the contractor in order to minimize erosion and sedimentation and to catch floating debris.

Sunken vessels shall be removed by air bag extraction to float the vessel from the bottom of the canal or by crane.

The contractor shall deploy divers to inspect all sunken vessels and vehicles for human remains. In addition, crews removing debris from waterways will have spotters to monitor debris fields as they are removed from the water in order to spot human remains and to identify hazardous conditions.

Crews shall track "cleaned" waterways and provide progress to the Police Jury on maps. Crews will have monitors visually inspect and sign off on increments of the waterways which have been completed prior to moving to the next segment. Unit of measure for "wet" debris shall be by cubic yard.

For waterways that must be accessed by land, the contractor shall be responsible for clearing access to the waterway while minimizing impact to the stabilization of banks. On private property, the contractor shall minimize clearing to only what is necessary to access the waterways. Debris removal from waterways accessed by land shall apply the unit price for public rights-of-way debris removal. Debris will be sorted and construction and demolition debris, vegetative debris, cars, boats, and white goods. The contractor shall be responsible for utilizing Best Management Practices to repair disturbance to the banks in order to prevent erosion. Contractor shall provide protective measures to disturbed banks including but not limited to, silt fence, hay bales, and establishing vegetation, etc. It shall be the responsibility of the contractor to remove these temporary measures when work is completed in order to ensure proper drainage of the waterways.

All cars and jet skis (registered vehicles) shall be paid each to be removed from the waterways and stored at an offsite upland area until the owners are contacted. All boats removed shall be paid per linear foot and shall also be stored at an offsite upland area until the owners are contacted.

The Police Jury does not anticipate tasking the selected contractor to perform dredging and, instead, intends to hire a separate dredging company.

Emergency Road Clearance

At the request of the Police Jury, under this contract, work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from Police Jury roadways, to create access points for removal of waterway debris following a declared disaster. All roadways designated by the Police Jury Debris Manager shall be clear and passable within 70 working hours of the issuance of Release Orders from the Police Jury to conduct emergency access to waterway debris. The Police Jury may choose to extend the Service Provider's 70-hour limit through a written request. The Service Provider shall assist the Police Jury and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (e.g.

certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Hourly Labor and Equipment Price Schedule.

TDMS(s) Management, Operations and Reduction through Grinding

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS(s) for the acceptance, management, segregation, staging and reduction through grinding of disaster related debris. Grinding must be approved by the Police Jury Debris Manager prior to commencement of reduction activities. The size of the reduced debris (chips) for vegetative debris must be identified before operations begin and approved by the Police Jury Debris Manager. The TDMS(s) layout and ingress, egress, traffic, safety zones for reduction areas must be identified in the operations plan to be submitted to and approved by the Police Jury Debris Manager before operations begin. In addition, the DRSP will provide a safety plan for review and approval by the Police Jury Debris Manager before operations begin. Safety is a first priority for the Jefferson Davis Police Jury.

The management of TDMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited to, the U.S. Environmental Protection Agency (EPA), Louisiana State Historic Preservation Office, and LDEQ. The DRSP shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

1. The DRSP is responsible for operating the TDMS(s) in accordance with EPA and LCEQ guidelines.
2. Debris at TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste, etc.) and program (ROW collection, private property debris removal, etc.).
3. All un-reduced storm debris must be staged separately from reduced debris at the TDMS(s).
4. The DRSP is responsible for all associated costs necessary to provide TDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
5. The DRSP is responsible for all associated costs necessary to provide TDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
6. The DRSP is responsible for all associated costs necessary to provide TDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
7. The DRSP is responsible for all associated costs necessary to provide TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
8. The DRSP is responsible for all associated costs necessary to provide insect and rodent control.
9. The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with disaster debris.
10. The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.
11. The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the Police Jury. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal

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from TDMS locations, is a cost reflected in the scope of services.

12. The DRSP is responsible for providing 24-hour TDMS(s) security. The DRSP will only permit DRSP vehicles and others specifically authorized by the Police Jury or its authorized representative on site(s).
13. The DRSP shall provide a tower(s) from which the Police Jury or its authorized representative can make volumetric load calls.

Upon completion of haul-out activities, the DRSP shall be responsible for remediating the site to its original condition prior to site use. Site remediation shall include, but is not limited to, returning the original site grade, sod, and other physical features. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation shall also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation shall abide by all state and federal environmental regulatory requirements and is subject to final approval by the Police Jury and LDEQ.

TDMS(s) Management, Operations and Reduction through Air Curtain Incinerators
(Includes Portable)

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of disaster related debris. ACI reduction must be approved by the Police Jury Debris Manager, Jefferson Davis Police Jury Fire Marshal, Louisiana Forest Services, LDEQ, and any other applicable regulatory agencies as required prior to commencement of reduction activities. The TDMS(s) layout and ingress, egress, traffic route, safety zones for reduction areas must be identified in the operations plan to be submitted to and approved by the Police Jury Debris Manager before operations begin. In addition, the DRSP will provide a safety plan for review and approval by the Police Jury Debris Manager before operations begin. Safety is a top priority for the Jefferson Davis Police Jury.

1. The management of TDMS(s) includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited to, EPA and LCEQ. The DRSP shall also be responsible any and all costs associated with third-party groundwater and soil testing which will be conducted continuously during operations.
2. The DRSP is responsible for operating the TDMS(s) in accordance with, EPA and LDCEQ guidelines.
3. Debris at TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.) and program (ROW collection, private property debris removal, etc.).
4. All un-reduced storm debris must be staged separately from reduced debris at the TDMS(s).
5. The DRSP is responsible for all associated costs necessary to provide TDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
6. The DRSP is responsible for all associated costs necessary to provide TDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
7. The DRSP is responsible for all associated costs necessary to provide TDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and

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other BMPs.

8. The DRSP is responsible for all associated costs necessary to provide TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
9. The DRSP is responsible for all associated costs necessary to provide insect and rodent control.
10. The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with disaster debris.
11. The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.
12. The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the Police Jury. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in the scope of services.
13. The DRSP is responsible for providing 24-hour TDMS(s) security and fire tender.
14. The DRSP will only permit DRSP vehicles and others specifically authorized by the Police Jury or its authorized representative on site(s).
15. The DRSP shall provide a tower(s) from which the Police Jury or its authorized representative can make volumetric load calls.

The Service Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on TDMS operations. Upon completion of haul-out activities, the DRSP will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Police Jury and LDEQ.

TDMS(s) Management, Operations and Reduction through Controlled Open Burning

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS(s) for the acceptance, management, segregation, staging and reduction through controlled open air burning of disaster related debris.

Controlled open air burning must be approved by the Police Jury Debris Manager, Police Jury Fire Marshal, Louisiana Forest Service, LDEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. The TDMS(s) layout and ingress, egress, traffic route, safety zones for reduction areas must be identified in the operations plan to be submitted to and approved by the Police Jury Debris Manager before operations begin. In addition, the DRSP will provide a safety plan for review and approval by the Police Jury Debris Manager before operations begin. Safety is a top priority for the Jefferson Davis Police Jury.

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1. The management of TDMS(s) includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited to, EPA and LCEQ. The DRSP shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
2. The DRSP is responsible for operating the TDMS(s) in accordance with, EPA and LDEQ guidelines.
3. Debris at TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.) and program (ROW collection, private property debris removal, etc.).
4. All un-reduced storm debris must be staged separately from reduced debris at the TDMS(s).
5. The DRSP is responsible for all associated costs necessary to provide TDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
6. The DRSP is responsible for all associated costs necessary to provide TDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
7. The DRSP is responsible for all associated costs necessary to provide TDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
8. The DRSP is responsible for all associated costs necessary to provide TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
9. The DRSP is responsible for all associated costs necessary to provide insect and rodent control.
10. The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with disaster debris.
11. The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.
12. The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the Police Jury. The cost associated with qualified personnel and lined containers or containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in the scope of services.
13. The DRSP is responsible for providing 24-hour TDMS(s) security and fire tender.
14. The DRSP will only permit DRSP vehicles and others specifically authorized by the Police Jury or its authorized representative on site(s).
15. The DRSP shall provide a tower(s) from which the Police Jury or its authorized representative can make volumetric load calls.
16. The DRSP is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on TDMS operations.

Upon completion of haul-out activities, the DRSP will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater

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samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Police Jury and LCEQ.

Haul-Out of Reduced Debris to a Police Jury Approved Final Disposal Site

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced material such as, but not limited to, ash, Vegetative mulch, compacted C&D or mulch existing at a Police Jury approved TDMS(s) to an approved Recycling Site or Final Disposal Site in accordance with all federal, state, and local rules and regulations. The DRSP shall not receive any payment from the Police Jury for Haul-Out or Load-Out tickets related to reduced or un-reduced debris transported and disposed of at a non-Police Jury approved Final Disposal Site.

1. The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with disaster debris.
2. The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.
3. The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the Police Jury. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in the scope of services.

Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of HHW from the waterways to the TDMS.

1. The removal, transportation and disposal of HHW from scope of work identified in the waterways includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
2. All HHW shall be managed as hazardous waste and disposed of at a permitted TSDF or acceptable recycling facility. The facility for recycling or final disposal site must be approved in writing by the Police Jury.

ROW White Goods Debris Removal

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of White Goods from the waterway, removal of refrigerants, transportation to a Police Jury approved TDMS, decontamination, and transportation to a Police Jury approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the Police Jury. White goods containing contaminants such as ozone depleting refrigerants, mercury or compressor oils must first have such contaminants removed by the DRSP's EPA-qualified technicians prior to mechanical loading.

1. White Goods can be collected without first having contaminants removed if the White Goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
2. The removal, transportation, and recycling or final disposal of White Goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
3. All White Goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.
4. The DRSP shall recycle or dispose of all White Goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

Dead Animal Carcasses

Under this element, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the approved waterways to a Police Jury approved Final Disposal Site. The DRSP shall coordinate activities with the Police Jury and appropriate state agencies, if needed.

1. Disposal of animal carcasses must be compliant with all State of Louisiana rules for handling, solid waste, and air quality.

Other Debris Removal Work

Neither the DRSP nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement.

XI. Specifications

A. Pre-Event:

DRSP shall appoint a Project Manager, who will be the Police Jury's primary point-of contact. The Project Manager will be responsible for all services and personnel that are provided by the DRSP. The Project Manager, at no cost to the Police Jury, shall:

- Participate in annual planning meetings with the Jefferson Davis Police Jury and other representatives to review the Disaster Debris Management Plan.
- Participate in certain Police Jury-directed disaster recovery training and/or exercises.

B. Notice to Proceed:

The Police Jury shall issue official written Notice to Proceed for the services referenced in this contract. Notice to Proceed shall be sent via email. Under no circumstances shall the Police Jury be liable for any services rendered unless the written notice to proceed has been sent and received by the DRSP(s). The DRSP(s) must acknowledge receipt of the written notice to proceed.

C. Mobilization:

Within 12 hours of notice to proceed from the Police Jury, the DRSP will mobilize an Operations Manager to the Police Jury. The Operations Manager will assist the Police Jury in planning for the operation and mobilization of DRSP personnel and equipment necessary to

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perform the work assignments to support the scope of work.

If the DRSP does not send an Operations Manager within 18 hours after the Notice to Proceed by the City, the Police Jury may then go to the next awarded DRSP for their services instead of using the first DRSP.

Within 24 hours of the issuance of the Notice to Proceed from the Police Jury, the DRSP will mobilize equipment and resources in the Parish to begin debris removal operations as directed by the Police Jury Debris Manager. As part of the DRSP's mobilization effort, the DRSP should be prepared to provide an on-site office trailer for the duration of the project, as directed by the Police Jury.

When additional debris removal support is needed to meet the requirements of this contract, the DRSP shall be prepared to increase the number of staff and/or equipment to support the needs of the Police Jury.

D. Use of Local Resources:

As per the Robert T. Stafford Act and Federal Emergency Management Agency (FEMA) regulations, the DRSP(s) is strongly encouraged to give first priority to using resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts and employing workers.

E. On-Site Project Manager:

The DRSP(s) shall provide an on-site project manager to the Police Jury. The project manager shall provide a telephone number to the Police Jury with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Police Jury Debris Manager and/or Police Jury authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, Police Jury coordination and damage repairs. Frequency of meetings may be adjusted by the Police Jury Debris Manager. The DRSP(s) project manager must be available 24 hours a day, or as required by the Police Jury Debris Manager.

The On-Site Project Manager is required to submit a daily report to the Police Jury Debris Manager for approval, which identifies daily and cumulative totals of service provided by the DRSP towards work completion.

F. Time of Completion:

Services shall commence upon written notice to proceed from the Police Jury Debris Manager or his/her designee. For each event in which the contract is activated the Police Jury and the DRSP will develop a project completion date. The project completion date may be revised if mutually agreed upon by the Police Jury and the DRSP.

G. Temporary Debris Site Foreman(s):

The DRSP(s) shall provide a Foreman for each TDMS and CCC activated. The Foreman shall be responsible for the management and safety of all operations at the site to include:

- Safety (Plans, Meetings and oversight)
- Traffic Control
- Dumping Operations

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- Segregation of debris
- Reduction of debris
- Fire protection and safety
- Monitoring and documenting equipment use
- Monitoring and documenting labor time
- Monitoring and documenting damage or incidents
- Providing daily operational reports

H. Work Hours:

The DRSP(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Police Jury and the DRSP(s). Unless otherwise directed, the DRSP(s) must be capable of conducting volumetric reduction operations at TDMS locations on a 24 hour, 7 days a week basis.

I. Safety:

The DRSP shall be solely responsible for maintaining safety at all work sites including TDMS(s) and debris collection sites. The DRSP shall take all reasonable steps to ensure safety for both workers and visitors to TDMS(s) and debris collection sites. Safety at TDMS(s) and debris collection sites includes, but is not limited to, traffic control such as traffic cones and flag personnel. The DRSP(s) will also be solely responsible for ensuring that all requirements are met and identify a safety officer to provide oversight to the assigned project for the duration of this contract.

- 1) The DRSP shall provide a safety plan to the Police Jury Debris Manager.
- 2) The DRSP shall conduct periodical safety meetings with all staff and Subcontractors. The meeting shall be documented to include the following:
 - Personnel Sign-in sheet
 - Topics Discussed
 - Date and Time Started/Ended

A copy of this document shall be provided to the Police Jury Debris Manager.

J. Equipment:

1. All trucks/trailers and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck/trailer or equipment used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
2. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and not to extend more than two feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the Police Jury's authorized representatives prior to its use and randomly during

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operations as deemed necessary.

3. Debris shall be reasonably compacted into the hauling vehicle using mechanical equipment. Hand loading of vehicles is strictly prohibited unless White Goods are being loaded prior to contaminants such as ozone depleting refrigerants, mercury or compressor oils being removed. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a Police Jury approved TDMS or a Police Jury approved Final Disposal Site.
 4. Trucks or equipment designated for use under this contract shall not be used for any other work. The DRSP(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the DRSP(s) mix debris hauled for others with debris hauled under this contract.
 5. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the Police Jury Debris Manager.
 6. Hand loaded vehicles are strictly prohibited unless pre-authorized, in writing, by the Police Jury Debris Manager or for the loading of White Goods that have not had contaminants such as ozone depleting refrigerants, mercury or compressor oils removed. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- K. Traffic Control:
The DRSP(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The DRSP(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMS(s) and CCC(s). The DRSP(s) shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the DRSP(s). No further work shall take place until the deficiency is corrected. Neither the Police Jury Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the DRSP(s) for traffic control is an overhead expense planned as part of the DRSP's compensation under the terms and conditions of scope of service.
- L. Facilities at TDMS Locations:
The DRSP(s) shall provide as many portable toilets as designated by the Police Jury at each dumpsite for the use of DRSP personnel, DRSP Subcontractors and Police Jury authorized representatives. The toilets shall be provided prior to start of any dumping operations and kept in a sanitary condition by the DRSP(s) throughout the duration of dumping operations. The expense incurred by the Service Provider(s) for the operation of portable toilets is an overhead expense planned as part of the DRSP's compensation under the terms and conditions of scope of services.
- M. Environmental Protection:
1. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the DRSP(s) must be used and disposed of in accordance with all rules and regulations of

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local, state, and federal regulatory agencies.

2. DRSP(s) and DRSP subcontractors shall not perform maintenance on over- the road equipment at TDMS(s). Maintenance of equipment that typically remain at the TDMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the TDMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
 3. The DRSP(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Police Jury Debris Manager. The DRSP(s) shall comply in a timely manner with all directions of the Police Jury Debris Manager regarding the use of a water truck or other approved dust abatement measures.
 4. The DRSP(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
 5. The DRSP(s) shall immediately report all incidents to the Police Jury Debris Manager or the authorized representative that affect the environmental quality of TDMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks. All reports will be documented in the Site Log with actions taken to correct the issue.
 6. The DRSP must notify the Police Jury regarding any fluid or chemical spillage so that the Police Jury or its authorized representative can review and approve of the cleanup.
- N. Debris Site Tower(s) Specifications:
1. The DRSP(s) shall provide as many towers as designated by the Police Jury at each dumpsite for the use of Police Jury authorized representatives during their inspection of dumping operations. If ingress and egress of a TDMS is of significant distance that the Police Jury or its authorized representative are unable to verify the entering and exiting trucks, then the DRSP(s) may be required to provide a second tower. The expense incurred by the DRSP for the construction of towers is an overhead expense planned for as part of the DRSP's compensation under the terms and conditions of scope of services.
 2. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the Police Jury Debris Manager due to unsuitable conditions at the tower.
 3. Debris Site Tower(s) shall be inspected by a Police Jury official before operations begin.
- O. Rapid Response Crew.
- DRSP(s) shall be required to provide the Police Jury with access to one or more Rapid Response Crews (RRC) as directed by the Police Jury. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the Police Jury Debris Manager or the Police Jury's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the Police Jury deems a priority for the overall Police Jury recovery process.

- P. Damages:

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1. The DRSP shall repair any damages caused by the DRSP equipment in a timely manner at no expense to the Police Jury. If there is disagreement between a resident and the DRSP as to the repair of damages, the Police Jury shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the DRSP's expense. Failure to restore damage to public property or private property to the satisfaction of the Police Jury will result in the Police Jury withholding retainage money in an amount sufficient to make necessary repairs.
2. To the extent that the Police Jury deems the DRSP negligent in management practices, the Police Jury may withhold from retainage money or invoice the Service Provider(s) for time and material costs associated with resolving issues or damages related to the DRSP's work.

Q. Existing Utilities:

1. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be DRSP's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Service Provider(s) shall pay all such costs to the utility company for any adjustments.
2. The Police Jury may choose either to have the DRSP make the necessary repairs or have the DRSP pay all costs incurred to repair damaged utilities that are a result of the DRSP, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the DRSP.

R. Documentation and Measurement:

1. The Service Provider is responsible for ensuring that all labor and equipment used for Emergency Push activities (those occurring in the first 70 hours of the event) is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
2. All DRSPs(s) trucks/trailers used for collection and hauling of debris from the Police Jury ROW to Police Jury approved TDMS(s) or Police Jury approved Final Disposal Sites shall be measured (inside bed measurements) and certified for total cubic yard volume by the Police Jury or City-authorized representative. The DRSP shall provide a representative to attest to the certification/measuring process. It is the DRSP's responsibility to verify the accuracy of truck/trailer certifications within 24 hours of truck certification (and notify the Police Jury of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck total capacity in cubic yards, DRSP name, assigned truck number, and other pertinent information, as determined by the Police Jury Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a Police Jury authorized representative each time it returns to work from other contracts or communities.
3. The DRSP(s) is responsible for ensuring that all personnel (which include Subcontractors) maintain a valid driver's licenses and equipment legally fit for travel on the road.
4. Load-Out and Haul-Out tickets will be provided by the Police Jury or its authorized

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representative for recording volumes of debris removal. Unit rate tickets will be provided by the Police Jury or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the Police Jury will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates. Electronic Tickets are preferred over handwritten tickets.
 - Each ticket shall be used to document the location the disaster related debris was collected (e.g. street address or GPS) and the type of debris picked up, hauled, reduced and disposed. DRSP are responsible for ensuring all Load-Out, Haul-Out and unit rate tickets are fully completed. No payment will be made by the Police Jury for incomplete Load-Out, Haul-Out or unit rate tickets submitted for payment.
 - Load-Out and Haul-Out tickets will be issued by an authorized representative of the Police Jury at the collection site. The Police Jury authorized representative will complete the applicable portion of the Load-Out or Haul-Out ticket and provide four copies to the vehicle operator. Upon arrival at the TDMS or Police Jury approved Final Disposal Site, the vehicle operator will present the four copies of the load ticket to the Police Jury authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Police Jury authorized representative present at the TDMS or Police Jury approved Final Disposal Site. The Police Jury authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The Police Jury authorized representative will keep the second copy; three copies will be given back to the vehicle operator. One copy of the remaining three will be provided to the DRSP Site Foreman or DRSP Site Representative.
 - Loads of processed (e.g., chipped) debris being hauled from a TDMS to a Police Jury approved Final Disposal Site will follow the same procedures.
- S. Post Event Recovery:
DRSP(s) will participate in the Hot-Wash, After-Action Reviews (AAR) and the implementation meetings to incorporate Corrective Actions identified in the AAR into the Disaster Debris Management Plan after exercises and live events.
- T. Payment:
1. The Police Jury, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The DRSP(s) will be provided with copies of this documentation. These documents will be used by the DRSP as backup data for invoice submittals. Work not ticketed or not authorized by the Police Jury will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the Police Jury be responsible for unpaid incomplete tickets or duplication of tickets.
 2. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The Police Jury reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste etc.), program (ROW collection, private property debris removal, etc.).

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Invoices shall be submitted to the Police Jury's authorized representative on a weekly basis. All invoices must be submitted in electronic copy (Microsoft Excel format) of the invoice detail. Electronic invoices should be sent via e-mail Jefferson Davis Police Jury accounts receivable. The invoice detail must consist of a tabular report listing all ticket information required by the Police Jury. Load and Haul Out ticket copies must be included with submittal. Invoice detail submittals will be checked against Police Jury records. Police Jury records are the basis of all payment approvals.

Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Police Jury authorized representative to the Police Jury for payment.

3. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the DRSP(s) must successfully complete, and receive a letter of completion from the Police Jury, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Police Jury to repair damages caused by the DRSP(s) to public or private property.
4. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices proposal for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
5. The DRSP is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The DRSP shall execute release waivers with all subcontractors to release the Police Jury from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the Police Jury prior to operations beginning.
6. The DRSP must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the Police Jury approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the Police Jury approved Final Disposal Site, and proof of DRSP payment to the Police Jury approved Final Disposal Site.
7. DRSP(s) must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Police Jury Finance Director. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the DRSP's final invoice.
8. When this contract is activated for an event funded by state or federal funds, the DRSP will comply with all requirements of the state or federal government applicable to the use of the funds. Additionally, when this contract is activated for an event funded by state or Federal funds, the Police Jury will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA) or applicable federal agency, unless the Police Jury otherwise agrees in writing.
9. The DRSP will retain all records pertaining to the services and the contract for these services and make them available to the Police Jury for a period of seven years following receipt of final payment for the services referenced herein.

Pricing Proposal Form

Proposal of:
(Proposer Company Name)

To: Jefferson Davis Police Jury
Ref.: Disaster Debris Removal and Disposal – Waterway (Amendment 01)
RFP No#: 2024-03-04

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the “Services” required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

Pricing Proposal for Services Offered

See below JDPPJ Pricing Proposal Form. It must be filled out completely and returned with this Pricing Proposal.

Provide Sample Pricing. Pricing shall be submitted in a format such that all invoices may be easily tied back to the pricing sheet.

Price Increases Upon Extension

Any contract resulting from this RFP shall be effective for three (3) years upon execution by the Jefferson Davis Police Jury. Proposed pricing referenced in Pricing Proposal shall be firm for three (3) years.

It is agreed that Police Jury will have the option to extend the contract for up to two (2) additional years in one-year intervals. Upon option to extend, if approved by the Police Jury, the Bidder shall modify the rates charged by the Bidder to reflect any changes shown in the comparative statement delivered to the Police Jury. The maximum increase allowed under this provision shall be four percent (4%) per year. The Police Jury will not accept, or agree, to any escalation clause higher than four percent (4%) per year. If an escalation clause of greater than the maximum allowed by the Police Jury, as stated previously, is inserted in the blanks below, the Police Jury will consider that the amount of escalation is 0%. The Police Jury shall have authority, in its reasonable discretion, to determine the validity of any change in Bidder’s rates. The Police Jury cannot exercise the Option to Extend with any price increases unless the Bidder completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the Police Jury’s ’s Fiscal Year which begins in January and ends the following December. Escalation may only occur at the time of renewal and only upon securing the approval of the Police Jury in writing. Requests for price adjustments must be made solely for the purpose of accommodating an increase in the contractor’s costs, not profits.

FIRST ADDITIONAL YEAR (FY 20xx) ESCALATION _____%

SECOND ADDITIONAL YEAR (FY 20xx) ESCALATION _____%

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Price Proposal Form – Equipment		
Item #	Description	Hourly Rate (to include equipment with required operator and/or support)
1.	Air Curtain Burner/Incinerator Above Ground – 1-4 Tons per hour	\$
2.	Air Curtain Burner/Incinerator Above Ground - 2-5 Tons per hour	\$
3.	Air Curtain Burner/Incinerator Above Ground – 3-6 Tons per hour	\$
4.	Air Curtain Burner/Incinerator Above Ground – 5-8 Tons per hour	\$
5.	Air Curtain Burner/Incinerator Above Ground – 6-10 Tons per hour	\$
6.	Air Curtain Burner/Incinerator – Enter Specification's:	\$
7.	40-60' Bucket Truck -Enter size and specifications:	\$
8.	Compact Track Loader with Grapple – List size and specifications:	\$
9.	Dozer, D3 or Equivalent (Tracked)	\$
10.	Dozer, D6 or Equivalent – (Tracked)	\$
11.	Dozer, D8 or Equivalent – (Tracked)	\$

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12.	Dozer, D10 or Equivalent – (Tracked)	\$
13.	Dump Trailer - List Specifications:	\$
14.	Dump Truck, 10-15 CY	\$
15.	Dump Truck, 16–20 CY	\$
16.	Dump Truck, 21-29 CY List size & specifications:	\$
17.	Dump Truck, 30-50 CY- List size & specifications:	\$
18.	Dump Truck, >50CY - List size & specifications:	\$
19.	Electronic Board, Arrow Boards – Vehicle Mounted/Skid Mounted	\$
20.	Electronic Board, Arrow Boards – Vehicle Mounted/Over cab or rood mounted	\$
21.	Electronic Board, Arrow Boards – Trailer Mounted Diesel Engine	\$
22.	Electronic Board, Arrow Boards – Trailer Mounted Batteries/Solar Power	\$
23.	Electronic Board, Variable Message Signs – Vehicle Mounted - Multi-Line Display	\$

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24.	Electronic Board, Variable Message Signs – Self Contained Multi-Line Display	\$
25	Fuel / Service Truck	\$
26	Flatbed Truck	\$
27.	Generator, 5.5 kW – 10kW, List kW prime output:	\$
28.	Generator, 150 kW – 250 kW, List kW prime output:	\$
29.	Generator, 710 kW – 1000kW, List kW prime output and if open or enclosed:	\$
30.	Generator, > 2500kW- List kW prime output and if open or enclosed:	\$
31.	Grader w/12' Blade 165-200 HP	\$
32.	Grader w/12" Blade over 220 HP	\$
33.	Hydraulic Excavator 322C – 320C L or Equivalent	\$
34.	Hydraulic Excavator 330C - 325C L or Equivalent	\$
35.	Hydraulic Excavator with "Thumb" – List size and specifications:	\$

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36.	Knuckleboom Loader	\$
37.	Light Plant	\$
38.	Lowboy Trailer with Tractor	\$
39.	Pick-up Truck	\$
40.	Pump up to 95 HP with minimum 25' Intake and 200' Discharge	\$
41.	Pump >95 HP with minimum 25' Intake and 200' Discharge	\$
42.	Road Sweeper – List CapaPolice Jury CY:	\$
43.	Self-Loading Dump Truck with Debris Grapple	\$
44.	Skid Steer Loader with Debris Grapple	\$
45.	Skid Steer Loader with Bucketed Debris Grapple	\$
46.	Track Loader 90 HP or equivalent	\$
47.	Track Loader 127 HP or equivalent	\$

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48.	Track Loader other – list specifics	\$
49.	Tub Grinder 100-300 CY per hour	\$
50.	Tub Grinder 300-400 CY per hour	\$
51.	Tub Grinder > 400 CY per hour	\$
52.	Water Truck – Non-Potable 2500 Gallon	\$
53.	Wheel Loader Backhoe – 420D or equivalent – (1.5 CY Minimum) – List Specifications:	\$
54.	Wheel Loaders – 3 – 5 CY	\$
55.	Wheel Loaders – 5 – 7 CY	\$
56.	Other Item not listed: Water Truck 2000 Gallon	\$
57.	Other Item not listed:	\$
58.	Other Item not listed	\$
59.	Operations Manager w/Cell Phone and .5 ton pick-up	\$
60.	Site Foreman w/Cell Phone and 1 ton	\$

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61.	Tree Climber w/Chainsaw and gear	\$	
62.	Laborer w/Chainsaw and gear	\$	
63.	Laborer w/Small Tools, Traffic Control, or Flag Person	\$	
64.	Bonded and Certified Security Personnel	\$	
65.	Other – Personnel not listed:	\$	
66.	Other – Personnel not listed:	\$	
67.	Other – Personnel not listed:	\$	
68.	Other – Personnel not listed:	\$	
69.	Wheel Loader, 2.5 CY W/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	\$	
70.	Other – Crew not listed:	\$	
71.	Other – Crew not listed:	\$	
72	Other Item Not Listed:		
Pricing Vegetation			
ROW Vegetative Debris			
Item	Description	Unit of Measure	Unit Price
73.	0 – 14.99 Miles	CY	\$
74.	15- 29.99 Miles	CY	\$
75.	30 – 59.99 Miles	CY	\$
76.	60 Miles +	CY	\$

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77.	Single Price for collect & removal for any haul distance	CY	\$
ROW C & D			
Item	Description	Unit of Measure	Unit Price
78.	0 – 14.99 Miles	CY	\$
79.	15 – 29.99 Miles	CY	\$
80.	30 – 59.99 Miles	CY	\$
81.	60 Miles +	CY	\$
82.	Single Price for collect & removal for any haul distance	CY	\$
Management and Reduction			
Item	Description	Unit of Measure	Unit Price
83.	Grinding (If price is reflective of chip size please indicate and provide pricing for options)	CY	\$
84.	Above Ground Air Curtain Burn/Incineration	CY	\$
85.	Below Ground Air Curtain Burn/Incineration	CY	\$
86.	Controlled Open Burning	CY	\$
87.	Compacting Vegetative Debris and/or C & D Debris	CY	\$
88.	Debris Management Site Management <i>Preparation, management and segregating of debris management site(s)</i>	CY	\$
Final Disposal from TDMS to Final Disposal Site			
Item	Description	Unit of Measure	Unit Price
89.	0 – 14.99 Miles	CY	\$
90.	15 – 29.99 Miles	CY	\$
91.	30 – 59.99 Miles	CY	\$
92.	60 Miles +	CY	\$
93.	Single Price for collect & removal for any haul distance	CY	\$
Demolition of Private Structure			
Item	Description	Unit of Measure	Unit Price
94.	Demolition of Private Structure	CY	\$

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Debris Removal Transport Non RACM			
Item	Description	Unit of Measure	Unit Price
95.	0 – 14.99 Miles	CY	\$
96.	15 – 29.99 Miles	CY	\$
97.	30 – 59.99 Miles	CY	\$
98.	60 Miles +	CY	\$
99.	Single Price for collect & removal for any haul distance	CY	\$
Debris Removal Transport RACM			
Item	Description	Unit of Measure	Unit Price
100.	0 – 14.99 Miles	CY	\$
101.	15 – 29.99 Miles	CY	\$
102.	30 - 59.99 Miles	CY	\$
103.	60 Miles +	CY	\$
104.	Single Price for collect & removal for any haul distance	CY	\$
Specialty Removal			
Item	Description	Unit of Measure	Unit Price
105.	Electronic Debris	Unit	\$
106.	Carcass Removal	Pound	\$
107.	Household Hazardous Waste (HHW) Removal & Disposal	Pound	\$
108.	Removal of ozone depleting refrigerants, mercury and/or compressor oils	Unit	\$
109.	Putrescent Debris	Unit	\$
110.	Sand removal Removal of sand from public rights of way. The task includes hauling the sand to a processing site for screening, processing the debris laden sand and returning the clean sand to the beaches and disposing of the debris	CY	\$
111.	Silt/Mud removal from ROW Removal and disposal of mud	CY	\$
112.	Waterway debris removal Debris removal from canals, creeks, streams, row, navigable waterway & ditches	CY	\$
113.	Vessel removal 24` or less from land Transfer/tow and handling of vessel to debris site	Unit	\$

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114.	Vessel removal 24` or greater from land Transfer/tow and handling of vessel to debris site	Unit	\$
115.	Sunken vessel removal 24` or less Remove of vessel by land-based salvage operations and transfer/tow debris site	Unit	\$
116.	Sunken vessel removal 24` or greater from water Remove of vessel by land-based salvage operations and transfer/tow debris site	Unit	\$
117.	Sunken vehicle removal from water Removal of vehicle transfer/tow and handling of vehicle to debris site	Unit	\$
118.	Vehicle removal from land Transfer/tow vehicle to debris site	Unit	\$
119.	Canal restoration	LF	\$
	Cost associated with shoreline restoration		
120.	Storm drain cleaning 24" or smaller	LF	\$
121.	Storm drain cleaning 24" to 48"	LF	\$
122.	Storm drain cleaning	LF	\$
123.	White Goods	Unit	\$
Stump Fill Dirt			
Item	Description	Unit of Measure	Unit Price
124.	Fill dirt for stump holes after removal	CY	\$
Removal of Hazardous Limbs, Stumps, and Trees			
Item	Description	Unit of Measure	Unit Price
125	Hazardous Broken Limbs	Tree	\$
126.	Hazardous Stumps	Stump	\$
129.	Hazardous Trees	Tree	\$

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Sample Pricing Scenarios

The following pricing scenarios will be used for evaluation purposes only.

The following pricing scenarios will be used for evaluation purposes only. A map is attached.

- Provide estimated total cost for water way vegetative debris volume of 30,000 cubic yards at Niblett Canal
- Provide estimated total cost for water way vegetative debris volume of 150,000 cubic yards at Thornwell Drainage Canal with a TDRS.
- Provide estimated total cost for removal of 60 vessels from Lake Arthur; all vessels less than 45 feet in length.

This information may be provided in your own format. Sample pricing must list:

- Item Description
- Quantity
- Unit Pricing
- Extended Cost
- Total Lump Sum Price

Please be sure to include a pricing narrative with your submission for both scenarios provided.

Proposers are reminded that hourly rates should be inclusive of all anticipated expenses including lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, and GPS Devices. No additional expenses will be considered separate from hourly rates.

Proposers may submit non-labor costs separately in a clear format that contains all non-labor costs required to complete the scope of services.