

**REQUEST FOR PROPOSALS**

**FOR**

**VERNON PARISH POLICE JURY  
LEESVILLE, LOUISIANA**

**DISASTER DEBRIS REMOVAL AND DISPOSAL**



**Proposals are due via email, physical delivery, or  
through Central Auction House online until September  
18, 2020 no later than 2:00 o'clock P.M. local time**

# **VERNON PARISH POLICE JURY**

## **REQUEST FOR PROPOSALS**

### **FOR**

### **DISASTER DEBRIS REMOVAL AND DISPOSAL**

#### **PURPOSE:**

Vernon Parish Police Jury (Owner) is soliciting sealed proposals for **Disaster Debris Removal and Disposal** services in response to the impact of Hurricane Laura.

Notice is hereby given that Vernon Parish Police Jury will receive proposals digitally via email to Rhonda Plummer, Parish Administrator / Treasurer at email address [vppj@vppjla.com](mailto:vppj@vppjla.com) , or delivery to Vernon Parish Police Jury, 300 S. 3<sup>rd</sup> St., Leesville, Louisiana 71446 until 2:00 o'clock P.M. local time on September 18, 2020. Proposals may also be delivered digitally through the Central Auction House. If any e-mail issues are encountered, contact Rhonda Plummer or Belinda Diehl at Vernon Parish Police Jury office 337-238-0324. No late proposals will be considered nor accepted. Due to COVID-19 and exigent procurement, only digital submission is accepted. Due to COVID-19 there will not be a public proposal opening.

The Purpose of this RFP and subsequent contracting activity is to secure the services of qualified, experienced contractor(s) who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. This RFP is for work inside the entire parish, including municipalities.

#### **DEFINITIONS**

Parish / Owner – Vernon Parish Police Jury, Louisiana

Contractor(s)– The successful Proposer(s), with whom a contract is entered by the Owner

Debris Management Team – The team staffed by the Owner, Debris Management Consultant, and the Contractor

Debris Management Consultant or Consultant – If applicable, a Consultant retained by the Owner to manage administrative aspects of the recovery process including processing FEMA submittals and includes the Debris Monitor

Debris Monitor – The firm, including representation thereof, retained by the Owner to monitor and document debris removal and disposal activities of Contractor in compliance with FEMA Requirements

Debris – Scattered items and materials either broken, destroyed, or displaced by the Storm (Example: vegetative material such as trees and limbs, construction and demolition material, personal property.)

DMS – Debris Management Site

FEMA – Federal Emergency Management Agency

Proposer or Respondent – Person or entity which submits a Proposal in response to this Request for Proposal

RFP – This Request for Proposal

Services – Debris Removal and Disposal Services

**QUESTIONS REGARDING THIS RFP:**

All questions or concerns regarding this Request for Proposals must be submitted in writing via below cited email to the Owner. The Owner may issue an addendum to the Request for Proposals for distribution to all known prospective proposers.

Please submit all proposal questions by email to:

Rhonda Plummer,

Parish Administrator / Treasurer

[vppj@vppjla.com](mailto:vppj@vppjla.com)

No oral interpretation of this Request for Proposal shall be considered binding. The Owner shall be bound by information and statements only when such statements are written and executed in a contract.

## GENERAL CONDITIONS

**1. Services:** Contractor must review the Scope of Services attached hereto as Exhibit "A" and provide support for the fact that it has sufficient experience and expertise as is necessary to insure that all charges incurred by the Owner with respect to Contractor's Services hereunder are eligible for reimbursement by FEMA and/or the state emergency management agency. Contractor agrees that it will not charge the Owner for any work or services that are not Eligible Services without prior approval by the Owner.

The OWNER reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the OWNER, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within forty-eight (48) hours after approval of the selection by the OWNER. The OWNER has the right, to cancel a solicitation at any time prior to approval of the award by the OWNER. It is the intent of the OWNER to enter into a contract for a period of 12 months, extendable for 4 additional one year terms. The OWNER reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the OWNER the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

Costs of preparation of a response to this request for proposals are solely those of the proposers. The OWNER assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the OWNER bear no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

The Contractor's representative and liaison to the Owner during the performance of this Contract shall be \_\_\_\_\_, whose telephone number is \_\_\_\_\_. The Owner reserves the right to require replacement of representative of Contractor if, in the opinion of the Owner, problems or deficiencies with the representative are identified.

### **2. Payment to Contractor:**

- A. Contractor shall be paid for the Services rendered and accepted in accordance with the unit prices specified in the Rate Schedule attached hereto as Exhibit "B" for eligible debris. To receive payment under this Contract, Contractor shall submit an invoice for the debris hauled to each disposal site, which shall be calculated from load tickets that are issued by Owner representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor for the Owner at the disposal facilities. All loads hauled shall be full and well compacted. When a load is delivered, the driver shall provide the Owner's Monitor with the load ticket. The Monitor at the disposal site will rate each load as a % of fully loaded capacity as predetermined through truck or trailer bed measurement by the Monitor.
- B. Contractor shall furnish and pay the cost of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, and transportation and perform all other work required for the removal of all disaster debris, as defined herein, in strict accordance with this Contract.
- C. Contractor acknowledges that the Owner will apply for FEMA and/or the state emergency management

agency assistance. Therefore, Contractor represents that it will perform all Services hereunder in a manner, time and place so as to insure and be consistent with such reimbursement by those agencies to the Owner. Owner reserves the right to withhold amounts owed to Owner by Contractor from any payments due to Contractor from Owner.

- D. All payments made to the Contractor shall be subject to a 5% retainage and will be retained for a minimum of ninety (90) days after completion of all contract work to insure against timely completion of the project and/or undiscovered damage to public or private property.
- E. All invoices received from Contractor pursuant to this Contract will be reviewed and approved by Owner designated representative. Contractor acknowledges that all invoices properly submitted to the Owner will be paid within 120 days of said submission if invoice is for eligible debris removal, as identified by FEMA's guidelines, field staff and validation team.
- F. Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to disaster damage. Further, Contractor shall bill the Owner and be paid only for eligible debris that originates within the Owner's jurisdiction.
- G. The Owner does not guarantee Contractor a specific amount of work under this Contract or a specific amount of compensation hereunder.
- H. Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.
- I. Contractor shall clearly include the words "final invoice" on Contractor's final billing to the Owner. This statement by Contractor shall constitute Contractor's certification that all services have been properly and completely performed by Contractor and all charges and costs have been properly invoiced to the Owner and that all such charges are for Eligible Services. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice shall be deemed waived by Contractor.

**3. Inspection by Contractor:** Contractor represents that it has inspected the areas where Debris is to be collected and removed and is familiar with the Owner's roadway system, roadway widths, and other factors that will affect the work to be performed and has not relied on any representation of conditions made by any officer, agent or employee of the Owner. Contractor understands that any information provided by the Owner is meant only to assist the Contractor and Contractor agrees to rely on its own knowledge and investigation and not any assistance provided by Owner. Contractor acknowledges that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limiting housing availability, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

**4. Environmental Concerns:** Any environmental samples, analyses, or remediation actions required as a result of Contractor's operations, or activities shall be the full responsibility of the Contractor.

**5. Liability and Indemnity:**

- A. Contractor agrees that he shall be responsible for all damages and all liability to both public and private property in the performance of its duties under the Contract, and shall report such damages to the Owner's designated representative as soon as possible.
- B. Contractor agrees to indemnify and save harmless the Owner, its officers, agents, monitors, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

**6. Liability Insurance:** The Contractor agrees to and shall procure and maintain during the duration of this Contract, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name as additional insured, waive and hold harmless the Owner and the Monitor. Certificates of Insurance shall be filed with the Owner and shall list the Owner and Monitor as additional insured. All liability insurance must contain contractual action over claims cause; Insurance shall be written with limits of liability of not less than the following:

- A. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with an umbrella coverage of \$4,000,000.
- B. \$1,000,000 primary limit for all property damage, with umbrella coverage of \$4,000,000.

**7. Workers Compensation Insurance:** Contractor shall provide Workers Compensation Insurance and maintain at its expense during the term of this Contract, in accordance with workers compensation laws of the state, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work under this contract are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's workers compensation coverage.

**8. Performance Bonds:** Prior to beginning work, Contractor agrees to provide the Owner with performance bond payable to, in favor of, or for the protection of the Owner for the work to be performed under this Contract in an amount not less than the estimated contract amount, unconditioned for the full and faithful performance of this Contract. All insurance or bonds required under the terms of this Contract and General Conditions shall be issued by a company licensed to do business in the State of Louisiana.

**9. Payment Bond:** Prior to beginning work, Contractor agrees to provide the Owner with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in an amount not less than the estimated contract amount.

**10. Independent Contractor:** At all times and under all conditions, Contractor shall continue to be an independent Contractor and shall not represent itself in any way as an agent of the Owner. As independent contractors, Contractor and all sub-contractors are not entitled to any Owner employment benefits.

**11. Federal Modifications:** This Contract and all attachments hereto are subject to modifications to resolve any conflict with federal regulations.

**12. Termination:** Contractor may terminate this Contract upon thirty (30) days written notice to the Owner, provided, however, that during such thirty (30) days (or until earlier release by the Owner), Contractor shall continue to diligently perform all of its duties hereunder. The Owner may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. If this Contract is terminated by the Owner with written notice to Contractor, the Contractor shall be paid for the eligible work performed to the time of termination. The termination of this Contract by the Owner for inadequate performance shall not relieve Contractor of any obligations and liabilities that have accrued at the time of such termination. If this Contract is so terminated, the Owner shall be liable only for goods or services then delivered by Contractor and accepted by the Owner. Such termination shall be effective as of the date and time designated by the Owner.

This Contract shall be deemed to have been completed in accordance with its terms when the Owner notifies Contractor that all Debris has been removed to the satisfaction of the Owner.

**13. Personnel:** Contractor represents and warrants to the Owner that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the Owner or to have any contractual relationship with the Owner. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Any changes or substitutions in Contractor's key personnel must be approved in advance by the Owner. Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless or otherwise objectionable. Provide in the Contractor's Technical Proposal, the number of personnel that will be secured to provide the services described herein broken into categories of job titles.

**14. Safety:**

- A. Contractor understands and acknowledges that it will be working in congested areas. Contractor shall employ flag men and other necessary measures to protect the public and shall be fully responsible for implementing safety measures in performing its work under this Contract. Contractor will provide necessary traffic control devices and measures. Traffic control shall comply with Manual on Uniform Traffic Control Devices (MUTCD).
- B. Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the Owner.
- C. Contractor shall employ and utilize sufficient manpower and equipment to assure that work zone safety is in keeping with all requirements established by the Federal Highway Administration (FHWA)

Manual for Work Zone Safety. The Owner reserves the right to curtail work efforts until unsafe practices are corrected. Contractor shall present to the Owner, within 48 hours of the execution of this Contract, a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to employees or other persons associated with or in proximity to work zones. It shall be the responsibility of Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable federal, state, and local laws and regulations regarding the use of such vehicles and equipment on public roadways.

**15. Federal and State Taxation:** Contractor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to work performed under or contemplated by this Contract and all other applicable taxes.

**16. Successors and Assigns:** This Contract shall be binding upon the parties and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without the prior written consent of the Owner, which consent may be withheld at the sole and absolute discretion of the Owner. No provision hereof shall be deemed to create any personal liability on the part of any officer, agent, or Monitor for the Owner, nor shall this Contract be deemed to create any rights or benefits to any person other than the Owner or Contractor.

**17. Default:** Either party shall be in default hereunder upon the failure to perform any material provision hereof. In the event of a default by the Owner, Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the State. In the event of a default by Contractor, the Owner shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State of Louisiana.

**18. Credit:** Contractor shall not pledge the Owner's credit or make the Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**19. Performance:** Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the Owner, Such performance by Contractor shall be in compliance with all applicable local, state and federal laws and regulations.

**20. Disclosure and Ownership of Documents:** Contractor shall deliver to the Owner or its designated representative for approval and acceptance, prior to the Owner's final payment hereunder, all documents and material prepared and/or utilized by Contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the Owner, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the Owner's prior written consent, unless otherwise required by lawful court order, after a hearing at which the Owner is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the Owner's expense shall be and remain the Owner's sole property and may be reproduced at the discretion of the Owner. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.



**21. Nondiscrimination:** Contractor represents and warrants that all of its employees are and shall be treated equally during employment by Contractor without regard to race, color, religion, physical handicap, sex, age or national origin.

**22. Severability:** If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**23. Modifications of Work:** The Owner reserves the right to make changes in the Services, including alterations, reductions or additions thereto. Upon receipt by Contractor of the Owner's notification of a contemplated change, Contractor shall (a) if requested by the Owner, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the Owner of any estimated change in the completion date, and (3) advise the Owner in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the Owner instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated change, pending the Owner's decision to proceed with the change. If the Owner elects to make the change, the Owner shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties

**24. Non-Exclusive Contract:** This Contract shall be non-exclusive and the Owner may procure the services contemplated hereby from other sources at the Owner's discretion.

**25. Venue:** This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana.

**26. Laws and Regulations:** All applicable federal, state and local laws, ordinances, rules and regulations, including those of FEMA, FHWA the state emergency management agency and all other authorized agencies and entities having jurisdiction over any part of this Contract shall apply to this Contract, and this Contract shall be interpreted in a manner consistent with all such laws, ordinances, rules and regulations.

**27. Contract Language:** Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

**28. Incorporation of Contract Documents:** The Contract between Owner and Contractor shall consist of this document and all exhibits referenced herein, the Request for Proposal and the Contractors' Response to the Request for Proposal. If the documents are in conflict, the order of precedence shall be as follows: Non-Exclusive Contract for Clean-Up of Debris Generated by Future Disasters with Exhibits, Request for Proposals for Non-Exclusive Contract with Exhibits, then the Contractor's Response to the Request for Proposals.

**29. Award of Contract:** The Owner reserves the right to award contracts to multiple companies. The Owner reserves the right to perform any portion of the work with their forces. The Owner reserves the right to delete from the Scope individual proposal items from the Contract at any time following the award of the Contract to the successful proposer, while requiring the Contractor to continue to remove other awarded proposal items. The Owner reserves the right to award portions of work to separate contractors. One Contractor may be awarded any one (or more) individual proposal items within the Scope.

**30. Notices:** All notices and communications required or permitted by this Contract shall be deemed to have

been given if sent by certified mail, return receipt requested, to the parties as follows:

If to the Owner:

Rhonda Plummer,  
Parish Administrator / Treasurer  
Vernon Parish  
PO Box 1548  
Leesville, LA 71496

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## SPECIAL CONDITIONS

### 1. Debris Disposal:

- A. The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable federal, state and local laws, standards and regulations. Final disposal locations will be at a state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. The Contractor will furnish the temporary disposal and reduction site, the contractor shall comply with all local, state, and federal laws and regulations while operating and managing the site. Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract.
- B. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract.
- C. Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.
- D. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure

that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

## **2. Contractor's Equipment:**

- A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured, and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicle.
- B. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- C. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris to and from the Temporary Debris Management Site (DMS) sites to the permanent disposal sites. The listing shall include the following information.
  - a. Truck and/or trailer license number.
  - b. Year make and color of each truck and/or trailer.
  - c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor
- D. Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.
- E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under the Contract.

## **3. Property Damage:**

- A. The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

- B. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- C. No tracked equipment shall be allowed on public streets without the written permission of the Owner.

**4. Monitoring:** The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

**5. Inspection Towers:** The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site specifically for this project, as described below or approved equivalent. The tower shall be of sound construction. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by a 4-foot high walls. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. Steps shall provide access with a handrail. The inspection tower shall be protected from impact by trucks or other vehicles. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the Owner/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances

**6. Hours of Work:** Contractor recognizes that the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise authorized by the Owner's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk, unless approved in writing in advance by the Owner. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a "pre-load" ticket may be written for a full load only.

**7. Time is of the Essence – Liquidated Damages:** Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of the Contract. Contractor agrees to work diligently to complete the Contract at the earliest possible date. However, in no event shall the time period for Completion of the Contract exceed 90 days from Notice to Proceed for complete performance in every respect under the Contract, unless Owner initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.

Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and execute the Owner's Contract for Services pursuant to this RFP no later than forty-eight (48) hours following notification by Owner that proposal has been accepted. Contractor shall commence performance of services within twenty-four (24) hours of any Notice to Proceed. Proposer shall provide a proposed time for full completion of this project including debris removal, reduction and disposal.

**8. Subcontractors:** Proposer shall submit a subcontracting plan. All information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors. The Owner reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by the Contract as determined by the Owner and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion. Contractor shall promptly replace such subcontractor, subject to the Owner's approval of the new subcontractor.

**9. Access and Audits:** Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following FEMA's final closeout of this project. The Contractor shall be responsible for verifying FEMA final closeout dates, for purposes of this requirement. The Owner and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of the Contract. This information shall be made accessible at Contractor's local place of business in the Owner's jurisdiction, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the jurisdiction, it shall be Contractor's responsibility to ensure that all required records are provided to the Owner at Contractor's expense.

**10. Progress Reports:** Contractor shall provide daily progress reports to the Monitor within 24 hours. Such reports shall contain, at a minimum; total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor.

**11. Hazardous Tree and Limb Removal:** Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the portion on or above public property shall be removed under this Contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a paper or electronic load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

**12. Stump Removal:**

The Contractor shall remove, haul, and dispose all hazardous stumps, as identified by the Owner or Monitor, on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

**13. Roadway Clearance:** As requested by the Owner, Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing

debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour “push” phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

**14. Debris Work Sites:** The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. **Due to the COVID19 outbreak the CONTRACTOR shall furnish all his/her employees with all necessary PPE to protect them and the citizens of Vernon Parish Police Jury.** All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

## **EXHIBIT A**

### **Scope of Services**

The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the Owner during the response to an exigent situation, as well as to restore the public areas to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of the Contract in the shortest time possible.

The work to be performed under the Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Direction by the Owner in this proposal shall also mean direction by the Owner's representative or Monitor. Each pay item under this Scope of Services shall be hauled separately. Debris removal from private property may be authorized by Owner at the same rates as Right-of-Way (ROW) and public property debris removal.

The Owner will develop a Debris Removal Plan to most effectively remove debris from the most critical areas on a priority basis. It is critical to complete 1<sup>st</sup> pass debris removal from the most critical roadways and areas expeditiously. The Contractor will be required to follow the Owner's Debris Removal Plan in removing debris from critical areas and critical roadways first. The Debris Removal Plan will also prioritize debris removal work tasks, such as removal of Vegetative Debris, C&D Debris, and Hazardous Limbs & Trees. These priorities must be followed by the Contractor. This plan will establish the most advantageous debris removal operations for the Owner, such as the use of DMS sites and the number of DMS sites. The Contractor will have input into the Debris Removal Plan, however, final decisions will be made solely by the Owner, to assure the most effective cleanup and recovery of the community. The Contractor will have control of its means and methods in performing the work required under this RFP in accordance with the Debris Removal Plan.

#### **Payment Items:**

##### **1. Removal and Hauling Vegetative Debris:**

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or disposal site, at the Owner's direction. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. Payment under this pay item shall be based on a per cubic yard quantity.

The Contractor shall extract, transport, and dispose all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Stump removals smaller than 2 feet in diameter, or for stumps of any size that do not require extraction nor specialized equipment, payment shall be based on volume at the same per cubic yard rates as for other vegetative debris.

When specialized equipment is required for loading and hauling of stumps 2 feet in diameter or greater measured 2 feet above the ground, payment shall be based on volume at the same per cubic yard rates as for

other vegetative debris. The cubic yard quantity for stumps 2 feet in diameter or greater shall be derived from the stump conversion table in the Public Assistance Program and Policy Guide, FEMA, FP 104-009-2, January 2016, Appendix E – Stump Conversion Table. Payment shall include extraction, transport, disposal, and filling the root-ball hole. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

**2. Site Management and Reduction of Vegetative Debris by Grinding:**

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

**3. Loading and Hauling of Vegetative Debris Reduced by Grinding:**

Contractor shall load and haul all reduced (by grinding) vegetative debris for recycling or disposal at a final disposal site approved by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**4. Disposal of Vegetative Debris Reduced by Grinding:**

Contractor shall dispose all reduced (by grinding) vegetative debris at a final disposal site approved by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**5. Site Management and Reduction of Vegetative Debris by Burning:**

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. The Contractor shall be required to utilize sufficient Air Curtain equipment at the DMS site. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.



**6. Loading and Hauling of Vegetative Debris Reduced by Burning:**

Contractor shall load and haul all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove, and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**7. Disposal of Vegetative Debris Reduced by Burning:**

Contractor shall dispose all reduced (by burning) vegetative debris at a final disposal site approved by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**8. Removal and Hauling of C&D Debris:**

As identified by the Applicant or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all construction and demolition (C&D) debris from public property and ROW as approved by the Applicant. Contractor shall deliver C&D debris to a, transfer station, or landfill approved by the Owner and state environmental agency for C&D debris only.

**Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.**

**9. Disposal of C&D Debris:**

As identified by the Owner or Monitor, the Contractor shall accomplish the disposal of all construction and demolition (C&D) debris removed from the ROW or Public Property for disposal at a landfill approved by the state environmental agency for C&D debris only. Disposal shall comply with all federal, state, and local laws and regulations. The tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**10. Removal of Hazardous Hanging Limbs:**

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter (measured at the point of break) and a in a tree 6" in diameter or larger, from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

**11. Removal of Hazardous Leaning Trees:**

The Contractor shall remove hazardous leaning trees (leaners) 6” or greater in diameter (measured 4.5 feet above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Trees with canopy touching the ground shall be paid as debris removal, and shall not be paid under this line item. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Bid Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items.

If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor’s equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The ground surface shall be permanently restored to original grade and slope. The cost of root ball removal, all fill material, and fill placement shall be incidental to the hazardous tree removal cost and will not be eligible for separate payment.

**12. Not Used**

**13. Regulated Asbestos Containing Material (RACM):**

In addition to debris removal from public property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The tipping and disposal fees will be a direct pass through to the Owner. Payment under this item will be per ton.

**14. White Goods:**

The Contractor shall removal, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

**15. Electronics Waste:**

The Contractor shall removal, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs.).

**16. Concrete:**

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price bid on this pay item. Payment under this item will be per ton.

**17. Household Hazardous Waste:**

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C/D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs.).

**18. Lawnmowers and Equipment with Small Engines:**

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

**19. Abandoned Tires:**

The Contractor shall remove and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. Tires shall be clean and pulled off of rims before delivery. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

**20. Drainageway Debris:**

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainageways and streams, which are determined at the sole discretion of the Monitor and the Owner to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

**21. Collection and Removal of Animal Carcasses:**

Collection and removal of animal carcasses such as dead livestock, poultry, large animals, and domestic pets. All carcasses shall be disposed of in accordance with all regulatory requirements, to a proper disposal facility. Payment under this item will be per pound (lbs.)

## EXHIBIT B

### CONTRACTOR’S PRICE PROPOSAL

Date \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called

“Contractor”), authorized to do business under the laws of the State of Louisiana, proposes to Vernon Parish Police Jury, (hereinafter called “Owner”). Ladies and Gentlemen:  
The Contractor, in compliance with your invitation for proposals for:

#### DISASTER DEBRIS REMOVAL

Having examined the specifications with related documents and the sites of the proposed work and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced bids will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under the Contract on or before a date to be specified in a written “Notice to Proceed” of the Owner and to fully complete the work in the Contractual period of time allotted.

**This price proposal form must be fully completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this fully completed price proposal will be rejected.**

Contractor acknowledges receipt of the following addenda:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

#### INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities listed below are estimates only.. These quantities do not reflect the actual quantities of debris that will be moved as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given below will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract.

**ALL PROPOSERS MUST GUARANTY A MINIMUM AMOUNT OF VEGETATIVE AND C&D DEBRIS TO BE REMOVED WEEKLY!! PROPOSER GUARANTIES REMOVAL OF AT LEAST \_\_\_\_\_ CUBIC YARDS OF DEBRIS FROM PUBLIC PROPERTY AND ROW PER WEEK.**

Vernon Parish Police Jury, Louisiana

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
1.0	<b>REMOVAL AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS TO A DISPOSAL SITE OR DMS</b> , including limbs and trees placed on ROW under other pay items.	280,000 CY	_____ _____ _____	\$_____.	\$_____.
2.0	<b>SITE MANAGEMENT AND GRINDING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR</b> , including grinding of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others.	280,000 CY	_____ _____ _____	\$_____.	\$_____.
3.0	<b>LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL</b> , including eligible debris which has been reduced by the Contractor, Owner, or others.	70,000 CY	_____ _____ _____	\$_____.	\$_____.
4.0	<b>DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING AT AN APPROVED LANDFILL</b> , including eligible debris which has been reduced by the Contractor, Owner, or others,	70,000 CY	_____ _____ _____	\$_____.	\$_____.

Vernon Parish Police Jury, Louisiana

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
5.0	<b>SITE MANAGEMENT AND BURNING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR,</b> including burning of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others.	280,000 CY	_____ _____ _____	\$_____.	\$_____.
6.0	<b>LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO AN APPROVED LANDFILL,</b> including eligible debris which has been reduced by the Contractor, Owner, or others.	28,000 CY	_____ _____ _____	\$_____.	\$_____.
7.0	<b>DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING AT AN APPROVED LANDFILL,</b> including eligible debris which has been reduced by the Contractor, Owner, or others,	28,000 CY	_____ _____ _____	\$_____.	\$_____.
8.0	<b>REMOVAL AND HAULING OF ELIGIBLE C&amp;D DEBRIS TO AN APPROVED LANDFILL OR TRANSFER STATION.</b>	25,000 CY	_____ _____ _____	\$_____.	\$_____.

Vernon Parish Police Jury, Louisiana

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
9.0	<b>DISPOSAL OF C&amp;D DEBRIS AT AN APPROVED LANDFILL</b> including eligible debris which has been removed by the Contractor, Owner, or others	25,000 CY	_____ _____ _____	\$ _____	\$ _____
10.0	<b>REMOVAL OF HAZARDOUS LIMBS</b> and placement to be loaded and hauled under other pay items.	5,000 Trees	_____ _____	\$ _____	\$ _____
11.1	<b>REMOVAL OF HAZARDOUS TREES OVER 6 AND UP TO 12 INCHES</b> and placement to be loaded and hauled under other pay items.	650 Trees	_____ _____ _____	\$ _____	\$ _____
11.2	<b>REMOVAL OF HAZARDOUS TREES OVER 12 AND UP TO 24 INCHES</b> and placement to be loaded and hauled under other pay items.	300 Trees	_____ _____ _____	\$ _____	\$ _____
11.3	<b>REMOVAL OF HAZARDOUS TREES OVER 24 AND UP TO 36 INCHES</b> and placement to be loaded and hauled under other pay items	40 Trees	_____ _____ _____	\$ _____	\$ _____

Vernon Parish Police Jury, Louisiana

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
11.4	<b>REMOVAL OF HAZARDOUS TREES OVER 36 INCHES</b> and placement to be loaded and hauled under other pay items.	10 Trees	_____ _____ _____	\$_____.	\$_____.
12.0	<b>NOT USED</b>				
13.0	<b>REMOVAL, HAULING, AND DISPOSAL OF REGULATED ASBESTOS CONTAINING MATERIAL.</b>	100 Tons	_____ _____	\$_____.	\$_____.
14.0	<b>REMOVAL, HAULING, AND RECYCLING/DISPOSAL OF WHITE GOODS.</b>	50 Each	_____ _____	\$_____.	\$_____.
			_____		



Vernon Parish Police Jury, Louisiana

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
15.0	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ELECTRONICS WASTE.</b>	1000 Lbs.	_____ _____	\$ _____	\$ _____
16.0	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF CONCRETE AND MASONRY MATERIALS.</b>	1,000 Tons	_____ _____	\$ _____	\$ _____
17.0	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES (HHW).</b>	1,000 Lbs.	_____ _____	\$ _____	\$ _____
18.0	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES.</b>	100 Each	_____ _____	\$ _____	\$ _____
19.0	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ABANDONED TIRES.</b>	100 Each	_____ _____	\$ _____	\$ _____
20.0	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF DEBRIS FROM DRAINAGEWAYS AND STREAMS.</b>	1,000 Linear Feet	_____ _____	\$ _____	\$ _____

Vernon Parish Police Jury, Louisiana

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
21.0	COLLECTION AND REMOVAL OF ANIMAL CARCASSES	1,000 lbs.	_____ _____ _____	\$_____.	\$_____.
SIGNATURE _____ BY _____ TITLE _____ DATE _____			TOTAL BID \$_____.		

## **INTERPRETATION OF ESTIMATED QUANTITIES**

These quantities do not reflect the actual quantities of debris that will be moved as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given above will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract.

### **ADDITIONAL SERVICES PROVIDED AT NO COST:**

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Mobile Command Unit- The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts- The Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation- The Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of the Contract, to include all requirements for documentation requested by FEMA or the state emergency management agency for reimbursement of costs.

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

Vernon Parish Police Jury, Louisiana

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

\_\_\_\_\_  
Business

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Parish, State, Zip Code

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Office Phone

\_\_\_\_\_  
Fax Number

(Seal - if proposal is by corporation)

## EVALUATION & CONTRACT AWARD

### EVALUATION:

- A. The Owner reserves the right to conduct pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Proposer(s) who after evaluation of the criteria stated in Item D, is/are determined to best meets the needs of the Owner. The Owner has the option to:
1. Request that Proposer(s) modify their proposal to more fully meet the needs of the Owner or to furnish additional information as may be reasonably required.
  2. Process the selection of the successful Proposer without further discussion with or notification to the other Proposers.
  3. Waive any irregularity in any proposal, or reject any and all Proposals should it be deemed in the Owner's best interest to do so. The Owner shall be the sole judge of Proposer's qualifications and reserves the right to verify all information submitted by Proposer(s).
- B. In order to initiate action toward making the required determinations, the Owner must have available, from each Proposer who is or may become eligible for an award, certain current information concerning each apparent or prospective eligible Proposer. In many cases it is deemed advisable to conduct investigations of several Proposers concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful Proposer is not eligible to receive an award.
- C. Award will be made to one or more Proposers that the Owner determines can accomplish the requirements set forth in the Request for Proposal packet in a manner most advantageous to the Owner, cost and other factors considered or to reject any and all Proposals.
- D. Proposer's Evaluations

Proposals will be evaluated based on proposed prices, qualifications, years of similar experience and projects, available equipment and key personnel for performance, references, utilization of woman and/or minority owned business enterprises, proposed time for project completion, and other factors determined by the Vernon Parish Police Jury. Proposers shall include sufficient information to allow the Board to thoroughly evaluate their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified responsive, responsible proposer. Each bidder should make their own assessments of the quantities of debris to arrive at their costs.

#### Criteria for Evaluation and Award

The successful Proposer will be selected based upon the best response. Vernon Parish will use the following criteria and weight to determine the best response.

Vernon Parish Police Jury, Louisiana

<b>CRITERIA</b>	<b>POINTS</b>
Price	20 points
Qualifications of Staff	20 points
Technical Approach and Experience	25 points
Similar Project and References	15 points
Production Capability	20 points

## **EXHIBIT C**

### **DISASTER RELIEF AND RECOVERY PROVISIONS**

#### **FEDERAL FUNDING**

The OWNER has or may apply to the Federal government (either directly or through an intervening agency) for funds which will be used to pay the selected Contractor or reimburse the OWNER for payments made to Contractor under the Contract, including but not limited to the Federal Emergency Management Agency (“FEMA”) under its public assistance program. The selected Contractor shall be familiar with and comply with all laws, rules, regulations and programmatic requirements of the applicable State and Federal agencies providing financial assistance, including but not limited to the Federal Emergency Management Agency (“FEMA”) and its public assistance program, in the performance of work under the Contract. Accordingly, in addition to the terms and conditions otherwise contained in the purchase order or contract (“Contract”) to which this Exhibit is attached, with respect to any and all goods, services, work, or other matters performed or provided by Contractor or its subcontractors under the Contract, the provisions of this Exhibit entitled “Disaster Relief and Recovery Provisions” attached hereto and incorporated herein by this reference shall apply. In the event of any conflict between the provisions of this Exhibit and the other terms and conditions contained in the Contract, the terms of this Exhibit shall apply. Contractor shall also comply with the terms and conditions of any federally funded subaward and grant agreement entered into between the OWNER and the State of Louisiana.

#### **INDEMNITY OF FUNDING ENTITIES**

Contractor agrees to indemnify and hold harmless the State of Louisiana, the Federal Government and its agencies (including but not limited to the Federal Emergency Management Agency (“FEMA”)) and the OWNER, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys’ fees for trial and appeal, and for the preparation of same arising out of the Contractor’s, its officers’, agents’, employees’ and subcontractors’ acts or omissions associated with this Contract.

#### **SUSPENSION AND DEBARMENT (§200.213)**

CONTRACTOR(s) with The OWNER are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

#### **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321**

- A. The OWNER shall take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Bidders shall provide a MBWB Participation Statement.
- B. Affirmative steps shall include:
  - Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- 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;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 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; and
- Requiring the prime CONTRACTOR(s), if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (§60-1.4)**

During the performance of this contract, the CONTRACTOR(s) agrees as follows:

- A. The CONTRACTOR(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR(s) shall 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(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR(s), state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONTRACTOR(s) shall 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.
- D. The CONTRACTOR(s) shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR(s) commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR(s) shall 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.



- F. The CONTRACTOR(s) shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR(s) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR(s) may be declared ineligible for further Government 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.
- H. The CONTRACTOR(s) shall include 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 shall be binding upon each Sub- CONTRACTOR(s) or bidder. The CONTRACTOR(s) shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the CONTRACTOR(s) becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR(s) or bidder as a result of such direction, the CONTRACTOR(s) may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).**

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and under 40 U.S.C. 3702 of the Act, each CONTRACTOR(s) shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**E-VERIFY PROGRAM**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the OWNER, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will

require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the OWNER upon request.

**CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)**

For contracts and sub grants of amounts in excess of \$150,000 the non-Federal CONTRACTOR(s) shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**COMPLIANCE WITH COPELAND "ANTI-KICKBACK"**

- A. CONTRACTOR(s). The CONTRACTOR(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The CONTRACTOR(s) or Sub-CONTRACTOR(s) shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the Sub-CONTRACTOR(s) to include these clauses in any lower tier subcontracts. The prime CONTRACTOR(s) shall be responsible for the compliance by any Sub-CONTRACTOR(s) or lower tier Sub-CONTRACTOR(s) with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR(s) and Sub-CONTRACTOR(s) as provided in 29 C.F.R. § 5.12.

**BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

CONTRACTOR(s) shall file the required certification. Each tier certifies to the tier above that it shall 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 non-Federal award. Bidders shall complete the Certification Regarding Lobbying, attached hereto as Attachment 7.

**TERMINATION FOR CONVENIENCE**

The OWNER may terminate any awarded contract at any time for any reason by giving at least thirty (30) days' notice in writing to the awarded Bidder. If the contract is terminated by the OWNER as provided herein, the awarded Bidder shall be entitled to receive payment for those services reasonably performed to the date of termination.

**TERMINATION FOR CAUSE**

If the awarded Bidder fails to comply with any of the terms and conditions of the awarded contract, The OWNER may give notice, in writing, to the awarded Bidder of any or all deficiencies claimed. The notice shall be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, The OWNER may, with no further notice, declare the awarded contract to be terminated. The awarded Bidder shall thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by The OWNER by reason of the awarded Bidder's failure to comply with the awarded contract. Notwithstanding the above, the awarded Bidder is not relieved of liability to The OWNER for damages sustained by The OWNER by virtue of any breach of this Contract by the awarded Bidder and The OWNER may withhold any payments to the awarded Bidder for the purpose of setoff until such time as the amount of damages due The OWNER from the awarded Bidder is determined.

## **EXHIBIT D**

### **REQUIRED FORMS**

- PROPOSERS CERTIFICATION
- LIST OF PROPOSED SUBCONTRACTORS
- ANTI-COLLUSION AFFIDAVIT
- ANTI-LOBBYING AFFIDAVIT
- CONFLICT/NON-CONFLICT OF INTEREST/ LITIGATION STATEMENT
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED  
TRANSACTIONS
- DRUG-FREE WORKPLACE AFFIDAVIT

**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the OWNER adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the Vernon Parish Police Jury or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this \_\_\_\_\_ day of

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_, 2020

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
MAILING ADDRESS/ OR IF DIFFERENT  
YOUR PRINCIPAL PLACE OF BUSINESS

Notary Public, State of \_\_\_\_\_  
Personally Known

\_\_\_\_\_  
PARISH, STATE, ZIP CODE

-OR-  
Produced Identification \_\_\_\_\_

( ) \_\_\_\_\_  
TELEPHONE NUMBER

Type: \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
FAX NUMBER

DUNS Number: \_\_\_\_\_

Company Tax ID # \_\_\_\_\_  
(The Owner only requires Company Tax Id numbers.  
The  
OWNER is not requesting individual social security  
numbers.)

\_\_\_\_\_  
E-M AIL ADDRESS

LIST OF PROPOSED SUBCONTRACTORS  
DISASTER DEBRIS REMOVAL AND DISPOSAL

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

(Make Additional Copies of this Sheet if Needed)

**ANTI-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

PARISH OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He is the \_\_\_\_\_ of \_\_\_\_\_ attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against \_\_\_\_\_, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name and Title)

Subscribed and sworn to before me,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

Parish of \_\_\_\_\_, LA

My Commission expires \_\_\_\_\_





## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

### CHECK ONE

To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

## LITIGATION STATEMENT

### CHECK ONE

The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or against judgments entered such entities during the past ten (10) years.

The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION LOWER TIER COVERED  
TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

**INSTRUCTIONS FOR CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within \_\_\_\_\_ Request for Proposal Number \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, hereby certifies that

\_\_\_\_\_ does:  
*(Name of Business)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
PROPOSER'S SIGNATURE

\_\_\_\_\_  
DATE

**PERFORMANCE BOND**  
**RFP #1 Removal**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_  
\_\_\_\_\_, and State of \_\_\_\_\_, as principal, and \_\_\_\_\_ authorized under the laws of the  
State of Louisiana to act as surety on bonds for principals, are held and firmly bound unto The Vernon Parish  
Police Jury (Owner), in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for  
the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors,  
successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of  
, 2020, to which contract is hereby referred to and made apart hereof as fully and to the same extent as if copied at length  
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall  
faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the  
covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and  
performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed,  
then this obligation shall be void; otherwise to remain in full force and effect;

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the  
terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the  
same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

**PERFORMANCE BOND**  
**RFP #1 Removal**

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of 2020.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# STATE OF LOUISIANA

## **NON-EXCLUSIVE CONTRACT FOR CLEAN-UP OF DEBRIS RESULTING FROM FUTURE DISASTERS**

This contract (this "Contract") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Vernon Parish Police Jury (the "Owner") and \_\_\_\_\_ ("Contractor") authorized to transact business in the State of Louisiana (the "State").

WHEREAS, the Owner is located in an area subject to a variety of potential disaster, including catastrophic disasters, such as major hurricanes. which may produce huge quantities of debris; and

WHEREAS, the Owner desires to retain the services of Contractor, and Contractor desires to provide services to clean up, remove, separate, reduce and dispose of Debris as defined in the Scope of Services set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, the Contractor represents that it is willing and capable of performing the Services, including, but not limited to proper documentation preparation, management and event closure services; and

WHEREAS, Contractor represents that it is knowledgeable and has experience in the provision of the Services and in insuring that all Services qualify for reimbursement under FEMA and the state emergency management agency, as hereinafter defined;

NOW, THEREFORE, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Owner and Contractor hereby contract and agree to comply with these Contract Documents.

The contract documents which comprise and supplement the Contract between the Owner and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:

1. This Contract;
2. All Exhibits, including Exhibit A – Scope of Services and Exhibit B – Contractor’s Price Proposal;
3. Notice of Invitation for Proposal;
4. Contractor’s Qualifications;
5. General Conditions;
6. Contractor’s Bonds and Certificates of Insurance;
7. Notice of Award;
8. Notice to Proceed; and
9. Any modifications, including Change Orders duly delivered after execution of this Contract.

If language or terms in these documents conflict, the following order will determine which document’s language or terms control. Contract, including Exhibit A – Scope of Services and Exhibit B – Contractor’s Proposal, duly authorized Change Orders, General Conditions, Notices, Bonds, and Contractor’s Qualifications.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

CONTRACTOR

By: \_\_\_\_\_

Its: \_\_\_\_\_

Vernon Parish Police Jury

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_