

**Request for Proposals**  
**Monitoring of Debris Removal Operations**  
**For**  
**VERNON PARISH POLICE JURY**



**Proposals are due via email, physical  
delivery, or through Central Auction House  
online until September 21, 2020 no later than  
2:00 o'clock P.M. local time**

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**FOR**  
**VERNON PARISH**  
**MONITORING OF DEBRIS REMOVAL OPERATIONS**

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- Proposal Submission Form
- Affidavit for Attesting that Public Contract was not secured through Employment or Payment of Solicitor
- Cost Proposal Form

**DEFINITIONS**

<b><i>FEMA:</i></b>	Federal Emergency Management Agency
<b><i>VPPJ:</i></b>	Vernon Parish Police Jury

## SECTION 1

### INVITATION AND GENERAL REQUIREMENTS

#### **INVITATION:**

Written proposals subject to the conditions herein stated and attached hereto, will be received until **September 21, 2020, by 2:00 P.M., Central Standard Time** for providing the services as described below for the Vernon Parish Police Jury (VPPJ).

#### **DESCRIPTION:**

VPPJ is hereby requesting written proposals to provide services to be performed at the direction of the Vernon Parish Police Jury.

VPPJ is requesting proposals from experienced and qualified firms to enter into a contract for monitoring services associated with disaster recovery efforts designed to eliminate immediate threats to public health and safety and/or that which is considered essential to ensure economic recovery of the affected community. This RFP is for work inside the entire parish, including municipalities.

END OF SECTION

## SECTION 2

### INSTRUCTION TO PROPOSERS

#### 1. Proposal

Proposals should be submitted in the format outlined in this RFP and should be a complete response to this RFP. The proposal should be signed by an officer authorized to make a binding commitment for the company making the proposal. All cost and price information submitted by the Proposer will remain irrevocable for a period of 120 days from the date of submittal.

#### 2. Changes to the Proposal

Changes to the proposal may be made at any time prior to the opening of the proposals, however, all changes must be submitted prior to the deadline and indicated that the submission is a "Modification to Proposal." The proposal and modifications will be reviewed at the same time and the proposal changed accordingly.

#### 3. Acceptance of Proposals

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

VPPJ reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of Vernon Parish. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

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

#### 4. Rejection of Proposals

Proposals that do not conform to the requirements set forth in this RFP may be rejected by VPPJ.

Proposals may be rejected for reasons that include, but are not limited to, the following:

- a. The Proposal contains unauthorized amendments to the requirements of the RFP.
- b. The Proposal is conditional.
- c. The Proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- d. The Proposal is not received by the deadline.
- e. The Proposal is not signed by an authorized representative of the party.
- f. The Proposal contains false or misleading statements or references.
- g. The Proposal does not offer to provide all services required by the RFP.

#### 5. Exceptions and Deviations

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the Proposer's intent to comply fully with the requirements as written. Conditional or qualified Proposers, unless specifically allowed, shall be subject to rejection in whole or in part.

## **6. Nonconforming Terms and Conditions**

A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive. VPPJ reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by Vernon Parish of non-responsiveness based on the submission of nonconforming terms and conditions.

## **7. Proposal Acceptance Period**

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 21, 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.

Vernon Parish Police Jury  
Rhonda M. Plummer, Parish Administrator/Treasurer  
300 S. 3rd St.  
Leesville, LA 71446  
337-238-0324  
Email: [vppj@vppjla.com](mailto:vppj@vppjla.com)

## **8. Expenses incurred in preparing offers**

VPPJ accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Proposer.

## **9. Additional information**

Questions concerning the request for proposal document must be submitted in writing to the Vernon Parish Police Jury, P. O. Box 1548, Leesville, LA 71496. Proposers are cautioned that any statements made by the contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal.

## **10. Award of Contract**

In the event VPPJ decides to award a contract pursuant to this RFP, VPPJ will provide a properly prepared Professional Services Agreement to the successful Proposer. In the event that the agreement is not approved and returned to the successful Proposer within 45 days, the Proposer may require that it be released from contract obligation. The foregoing action by VPPJ or the Proposer shall in no way provide any cause whatsoever for a claim against VPPJ by the Proposer,

## **11. Qualification Based Negotiation**

The bidding method to be used is that of qualification-based negotiation from which VPPJ is seeking the best combination of experience and quality of service. Discussions may be conducted with Proposers who

submit proposals determined to be reasonably susceptible of being selected for award. Likewise, VPPJ also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices; therefore, all parties are advised to propose their most favorable terms initially.

## **12. Contract Term Limits**

Contract services shall commence upon Notice of Award by VPPJ. 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.

## **13. Insurance Requirements**

The successful Proposer shall be required to procure and maintain errors and omissions/professional liability coverage for the duration of the contract and offer proof of such coverage as outlined in the attached insurance requirements sheet.

## **14. Debarment**

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposal for contracts issued by any political subdivision or agency of the State of Louisiana and that it is not a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Louisiana.

## **15. Disposition of Proposals**

All submitted proposals become the property of VPPJ.

## **16. RFP does not Constitute Acceptance of Offer**

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate VPPJ to execute a contract with any other party. VPPJ reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with VPPJ.

## **17. Proprietary Information**

The Proposer should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

## **18. Acknowledgment of Addenda**

Proposers shall acknowledge receipt of any addendum to the RFP by acknowledging and identifying the addenda number and date in the space provided for this purpose on the proposal form, or by letter.

## **19. Additional Terms and Conditions**

### **a. Certification of Independent Price Determination:**

The Proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without- for the purpose of restricting competition - any consultation, communication, or agreement with any other proposal or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**b. Representation Regarding Contingent Fees:**

The Proposer represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Consultant's bid or proposal.

**c. Applicable Law:**

The contract shall be governed by and construed in accordance with the laws of the State of Louisiana, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Consultant shall comply with applicable federal and state local laws and regulations.

**d. Confidentiality:**

The Consultant shall agree to assure the confidentiality of any records obtained from VPPJ as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the Consultant deemed confidential by VPPJ pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of VPPJ. Any liability resulting from the wrongful disclosure of confidential information on the part of the Consultant shall rest with the Consultant.

**e. Compliance with Laws:**

**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.

f. **Failure to Provide Service:**

If the successful Proposer fails to provide any services described in the contract, or fails to meet any obligations contained therein, VPPJ reserves the right to terminate the contract by providing written notice to the Proposer. VPPJ may provide a time table to allow the proposer to cure the default based upon the exigent circumstances or terminate the contract.

g. **Termination for Convenience:**

VPPJ shall have the right to terminate the contract without cause and at its convenience, with no notice to Consultant.

h. **Law to Govern:**

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

END OF SECTION

## SECTION 3

### SCOPE OF WORK

#### 1. General Statement

VPPJ hereby requests proposals for the purpose of providing services and resources in support of emergency operations regardless of and in spite of the cause (natural, man-made, or technological). This contract will take effect upon authorization from the Vernon Parish President on behalf of the Vernon Parish Police Jury.

Consultants shall also provide disaster recovery technical program management assistance relating to reimbursement of eligible costs from federal and state agencies when applicable.

#### 2. Scope of Work:

The Proposer of this service shall provide any and/or all management services in support of emergency operations. These services shall include but are not limited to providing personnel, technical support, logistical support, consultant and project management resources to perform disaster related operations and support regardless of cause (natural, man-made, or technological) as identified by VPPJ. All materials and processes utilized must be pursuant to all local, state, and federal laws and regulations that govern these activities. Further, Proposer of this service shall provide the necessary documents required regarding the implementation and removal of these measures. The proposer shall provide program administration and project coordination services for all Federal Emergency Management Agency (FEMA), for the purposes of monitoring the removal of debris related to emergency response activities.

The Proposer shall be responsible for but not limited to the following scope of work:

##### A. Staff Mobilization

When directed by the Owner, the Proposer will mobilize 2 to 3 days in advance with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is considered to be the responsibility of the Proposer.

##### B. Field Documentation of Work

Proposer shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Proposer will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Proposer shall communicate with FEMA to ensure documentation supports project reimbursement. Proposer will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

##### C. Collection Monitoring of Rights-of-Way and Public Property Debris

Proposer will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket (provided by the contractor). The Proposer will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver,

etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition. Proposer will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

#### **D. Monitor Training**

Proposer will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Proposer will be required to perform adequate training for locally hired staff at no expense to the Owner. All of the Proposer's employees must be able to effectively communicate to a level appropriate to their responsibilities.

#### **E. Spot Checks and Auditing of Monitors**

Proposer will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

#### **F. Project Mapping**

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Proposer will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

#### **G. Truck Certification**

Proposer will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed. Placards identifying load measurements will be provided by the contractor.

#### **H. Quality Control/Quality Assurance**

A QA/ QC program should be implemented by the Proposer to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

#### **I. DMS/Disposal Sites**

Proposer will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for

example). Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, if applicable.

#### **J. Data Management**

Proposer will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Proposer will assist VPPJ in organizing field information for FEMA documentation. Proposer will VPPJ in obtaining FEMA reimbursement and provide additional supporting information as requested.

#### **K. Public Information Support**

Proposer may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include assistance with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

#### **L. Funding Support**

The Proposer shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Proposer shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Proposer shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Proposer shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

#### **M. Recovery Services**

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring

#### **N. Other Related Services**

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

#### **O. Safety Meetings and Monitoring Updates**

Safety of monitoring staff is of paramount importance. Proposer will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

**P. Coordination Meetings with Contractor(s)**

Proposer will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the Proposer and contractor are communicating with each other to ensure a successful project.

**Q. Contractor Damages**

The Proposer may be asked to develop a database application to track and help the Owner manage contractor damages.

**R. Status Reports**

Proposer will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

END OF SECTION



## SECTION 4

### PROPOSAL REQUIREMENTS

#### 1. Communications Regarding Proposals

All communications regarding this project, including any questions related to this Request for Proposal, shall be submitted in writing to:

Vernon Parish Police Jury  
Rhonda M. Plummer or Belinda S. Diehl  
P.O. Box 1548  
Leesville, LA 71496  
[vppj@vppjla.com](mailto:vppj@vppjla.com)

#### 2. Minimum Requirements for Proposers

- a. Qualifications of Proposers: The Proposer may be required before the award of any contract to show to the complete satisfaction of VPPJ that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy VPPJ in regard to the Proposer's qualifications. VPPJ may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to VPPJ all information for this purpose that may be requested. VPPJ reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy VPPJ that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Proposals shall be considered only from firms normally engaged in performing the type of work specified with the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, the Parish in its discretion shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Parish reserves the right to reject any or all proposals.
- b. Previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of any disaster project. The proposing firm must demonstrate that they have successfully performed services on a minimum of two (2) disaster recovery projects (debris removal) within the past twelve (12) years, including at least two (2) contracts consisting of the removal of at least 100, 000 cubic yards of debris.
- c. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.
- d. The Proposer shall be an equal opportunity employer and shall adhere to any applicable local, state or federal affirmative action requirements.

#### 3. Proposal Format

**ALL PROPOSALS SUBMITTED TO THIS REQUEST MUST BE IN WRITING.**

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 21, 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 Proposal should be divided into eight separate sections. These sections should be comprised of the following information:*

**PROPOSAL SECTIONS:**

- e. **Invitation for Proposal Submission Form:** Completed and signed.
- f. **Cover Letter/Executive Summary:** Describe the Consultant's firm and including names, address, phone number, fax number and email address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm. The cover letter must be signed by a person authorized to bind the company to the terms of the proposal, and must indicate the Proposer's intent to be bound by the terms of his proposal and the prices provided in the Proposal. Describe the experience of the Proposer in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
- g. **Proposer's qualifications:** Ability to meet the Parish's objectives and to perform the tasks listed in the proposal. This shall include a statement regarding the financial capability of the company, a description of the office(s) from which the service is being performed and nature of staff and a list of equipment available for recovery projects.
- h. **Statement of the Consultant's familiarity and experience with FEMA's Public Assistance Program and applicable laws, rules, and regulations:** List experiences.
- i. **References:** Give at least two (2) references for contracts of similar size and scope. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Additionally, Proposer must include in this section a statement listing and describing each and every lawsuit in the past five (5) years in which the Consultant sued, or was sued by, any of Consultant's clients in association with disaster recovery contracts.
- j. **Proposed Management and Response Plan applicable for the scope of work:** Describe in detail how the service will be provided. Include a description of major tasks and subtasks.
- k. **Pricing Schedule:** Lists of costs for the unit prices and hourly rates.
- l. **Personnel:** Attach resumes of all those who will be involved in the management of this project that include their experience in the area of service delivery. Indicate the level of involvement by principals of the Proposer in the day-to-day operation of the contract.

END OF SECTION

## SECTION 5

### EVALUATION OF PROPOSALS

#### **EVALUATION PROCESS:**

Proposals will be reviewed and evaluated in a series of procedural stages. The evaluation process will be conducted as follows:

#### **1. Evaluation Stage I:**

Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

#### **2. Evaluation Stage II:**

Proposals that satisfactorily complete Stage I will be reviewed /analyzed to determine if the proposal adequately meets the needs of Vernon Parish. Factors to be considered are as follows:

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

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

#### **Criteria Points Assigned:**

Past Experience/Qualifications - 15 points  
References (similar scope including two projects over 100,000 CY) - 20 points  
Capability to Perform Scope of Work – 15 points  
Knowledge of FEMA regulations - 15 points  
Financial Capacity - 5 points  
Price Proposals - 15 points  
Direct Experience Working in Louisiana – 15 points

A selection committee made up by qualified VPPJ staff shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

#### **3. Evaluation Stage III:**

VPPJ will contact the proposer selected by the committee that best meets Vernon Parish's needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties.

#### **LIMITATIONS:**

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

2. VPPJ may or may not require the prospective Proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
3. VPPJ reserves the right to reject any or all proposals, to waive informalities, to request additional information and to award a contract deemed most advantageous for VPPJ.

**INCURRED EXPENSES:**

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

END OF SECTION

## SECTION 6

### INSURANCE REQUIREMENTS

#### **GENERAL INSURANCE REQUIREMENTS:**

Any person or company contracting with the VPPJ (hereafter referred to as “The Consultant”) shall purchase and maintain, for the duration of the contract, insurance for any and all claims including but not limited to injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, its agents, representatives, volunteers, employees or subconsultants, etc.

#### **MINIMUM SCOPE AND LIMITS OF INSURANCE:**

##### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee.

##### **2. Commercial General Liability**

Commercial General Liability insurance, Broad Form Damage, including Personal and Advertising Injury Liability, Contractual Liability for the Consultant’s obligation assumed hereunder, Independent Contractors Coverage, Premises/Operations and Products/Completed Operations. There shall be a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable. If applicable, coverage for occurrences results from blasting, explosion or collapse, damage to underground property and injury or destruction of any property resulting there from.

##### **3. Commercial Automobile Liability**

Commercial Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

##### **4. Excess Umbrella**

Excess Umbrella insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only. Excess Umbrella Insurance shall have a minimum of \$5,000,000 per occurrence or claim and \$5,000,000 aggregate.

##### **5. Professional Liability (Errors & Omissions) Insurance**

Insurance shall be maintained appropriate to the Consultant’s profession, with limits no less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. VPPJ does not have to be named as an additional Insured on this policy.

#### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

The Consultant shall be responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions must be declared to and accepted by the VPPJ.

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage
  - a. VPPJ, its officers, agents, employees and volunteers shall be named as an Additional Insured with a Waiver of Subrogation as regards negligence by the Consultant. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the parish.
  - b. The Consultant's insurance shall be primary as respects the VPPJ, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the VPPJ shall be excess and non-contributory of the Consultant's insurance.
  - c. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
2. Workers Compensation and Employers Liability Coverage
  - a. The insurer shall agree to waive all rights of subrogation against the VPPJ, its officers, agents, employees and volunteers for losses arising from work performed by the Consultant for VPPJ.
3. All Coverage
  - a. Coverage shall not be canceled, suspended, or voided by either party (the Consultant or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Vernon Parish Government. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Consultant's policy.
  - b. Neither the acceptance of the completed work nor the payment thereof shall release the Consultant from the obligations of the insurance requirements or indemnification agreement.
  - c. The insurance companies issuing the policies shall have no recourse against the VPPJ for payment of premiums or for assessments under any form of the policies.
  - d. Any failure of the Consultant to comply with reporting provisions of the policy shall not affect coverage provided to the VPPJ, its officers, agents, employees and volunteers.
  - e. If the Consultant maintains higher limits than the minimum show herein, the VPPJ shall be entitled to coverage to the higher limits maintained by the Consultant.
  - f. If the Consultant does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract and that the Consultant is liable for any losses or delays.

### **ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Consultant shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

### **VERIFICATION OF COVERAGE**

Consultant shall furnish the VPPJ with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind

coverage on its behalf. The Certificates are to be received and approved by VPPJ before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Consultant shall submit the declarations page and the cancellation provision endorsement for each insurance policy. VPPJ reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Consultant to furnish, deliver and maintain such insurance as above provided, this contract, at the election of VPPJ, may be suspended, discontinued or terminated. Failure of the Consultant to purchase and/or maintain any required insurance shall not relieve the Consultant from any liability or indemnification under the contract.

### **SUBCONTRACTORS**

The Consultant shall include all Subconsultants as an insured under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each Subconsultant. Subconsultants shall be subject to all of the requirements stated herein. The Vernon Parish Government reserves the right to request copies of Subconsultant's Insurance policies or Certificates of Insurance at any time.

### **WORKERS COMPENSATION INDEMNITY**

In the event Consultant is not required to provide or fails to provide workers compensation coverage, the parties hereby agree that Consultant, its owners, agents and employees will have no cause of action against, and will not assert a claim against, VPPJ, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that VPPJ, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Consultant, its owners, agents and employees. The parties further agree that Consultant is a wholly independent Consultant and is exclusively responsible for its employees, owners, and agents. Consultant hereby agrees to protect, defend, indemnify and hold the VPPJ, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

### **INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Consultant agrees to protect, defend, indemnify, save, and hold harmless, the VPPJ, all Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Consultant, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Consultant as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the VPPJ, Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers. Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto.

END OF SECTION

# PROPOSAL SUBMISSION FORM

## VERNON PARISH POLICE JURY REQUEST FOR PROPOSAL FOR MONITORING OF DEBRIS REMOVAL OPERATIONS

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

Primary Contact: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

Acknowledgement of Addenda (*If Issued*):

\_\_\_\_\_ (Enter the No. the Solicitor has assigned to each of the Addenda that the Proposer is acknowledging)

Proposer agrees to supply the products or services identified above in accordance with the terms, conditions, and specifications contained in this proposal.

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 21, 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

**A summary of unit classifications/descriptions and prices shall be attached and submitted along with this form by the required deadline. The "Affidavit for Attesting that Public Contract was not secured through Employment or Payment of Solicitor" Form shall be included in said submittal.**

Total price per unit includes the costs associated with the delivery of the service to a specific location(s) as directed by the VPPJ, mobilization costs, equipment rental fees and maintenance for the duration specified. The Proposer must identify reasonable break points for both for quantity and duration of services provided. The proposer will provide a schedule of values for all of the services to be rendered. Any point breaks provided for either quantity or duration of service need to be provided for consideration.

### **NOTE:**

It is the Proposer's responsibility to provide adequate information in their proposal package to enable VPPJ to ensure that the proposal meets the required criteria.

Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the bid.

**Signature of Authorized Signatory of Proposer:** \_\_\_\_\_



**AFFIDAVIT  
FOR  
ATTESTING THAT PUBLIC CONTRACT WAS NOT SECURED  
THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR**

STATE OF \_\_\_\_\_  
PARISH OR COUNTY OF \_\_\_\_\_

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

(1) He is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company Name)  
the/a Contractor, Subcontractor, Person, Corporation, Firm, Association, or other  
organization receiving value for services rendered in connection with this Project;

(2) He employed no person, corporation, firm, association, or other organization, either  
directly or indirectly, to secure this public contract under which he is to receive payment,  
other than persons regularly employed by the affiant whose services in connection with  
this project or in securing this public contract were in the regular course of their duties for  
affiant; and

(3) That no part of the contract price to be received by affiant was paid or will be paid to  
any person, corporation, firm, association, or other organization for soliciting the  
contract, other than payment of their normal compensation to persons regularly employed  
by the affiant whose services in connection with the project are/were in the normal course  
of their duties for affiant.

Signed: \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

# COST PROPOSAL FORM

VERNON PARISH POLICE JURY  
REQUEST FOR PROPOSAL  
MONITORING OF DEBRIS REMOVAL OPERATIONS

## Cost Proposal Schedule

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to SPAR at cost without mark-up.

POSITIONS	HOURLY RATES
Project Manager	\$
Operations Managers	\$
Scheduler/Expeditors	\$
GIS Analyst	\$
Field Supervisors	\$
Debris Site/Tower Monitors	\$
Environmental Specialist	\$
Project Inspectors (Citizen Drop-Off Site Monitors)	\$
Field Coordinators (Crew Monitors)	\$
Load Ticket Data Entry Clerks (QA/QC)	\$
Billing/Invoice Analysts	\$
Project Coordinators	\$