

REQUEST FOR PROPOSAL FOR

Monitoring of Disaster Generated Debris Removal, Management and Technical Assistance

For St. Landry Parish.



File No.: DM-2021-04

Solicitation No: DM-2021-04

Proposal Opening Date: April 22, 2021

Proposal Opening Time: 3:00 PM CST

**ST. LANDRY PARISH
PO Drawer 1550
Opelousas, LA 70571**

Date of issue: April 6, 2021

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REQUEST FOR PROPOSAL FOR

Monitoring of Disaster Generated Debris Removal, Management and Technical Assistance

For St. Landry Parish

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

St. Landry Parish is situated in Southeast Central Louisiana, about 70 miles from the Gulf of Mexico, covering approximately 940 square miles in an area that is 50 miles wide and 30 miles long, home to 84,000 people and the commercial port, Port of Krotz Springs

St. Landry Parish is highly vulnerable to:

- Natural disasters, such as hurricanes, tornadoes, and flooding; and,
- Manmade disasters, such as oil spills, hazardous material spills or releases, multivehicular accidents resulting from fog or severe rainstorm conditions, etc.

Disasters most often produce substantial volumes of debris, creating hazardous conditions to the public health, welfare and safety, which result in disruption of the essential physical and economic life of the community. These disruptions are caused by:

- Obstructed roadways;
- Environmental offenses resulting from St. Landry material spills or releases, the resulting contaminations of soils, ground and surface waterways and potential sources for air pollution;
- Obstacles to safe passage of essential pedestrian and vehicular traffic.

It is imperative that St. Landry Parish rapidly responds and restores environmentally safe and economically viable conditions to the disaster affected areas and that St. Landry Parish have the means to recover all eligible costs from Parish and Federal Agencies that have funds to assist local governments to cope with all natural and manmade disasters.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing services for contract monitoring of disaster generated debris removal, and management and technical assistance. These services shall be delivered expediently, correctly and cost effectively to ensure that the Parish has the necessary compliance and documentation to support full reimbursement for all eligible recovery costs from appropriate local, state and federal agencies.

1.1.2 Goals and Objectives

St. Landry Parish seeks to establish contractual arrangements with at least one (1) or more (up to 3) qualified firms to Monitor Disaster Generated Debris Removal and to provide Management and Technical Assistance services.

1.1.3 Period of Agreement

This contract will be utilized on an as needed basis, for a two (2) year period, with options for two (2) additional one (1) year renewals to provide expertise in disaster recovery monitoring and related services to assist the Parish with monitoring the removal, reduction and legal disposal of debris and other obstacles resulting from these disasters in full compliance with regulatory agency requirements consistent with Federal Emergency Management Agency (FEMA) requirements for cost reimbursement for eligible debris management, removal and disposal. Renewal is at the Parish's option upon acceptance of the contractor.

1.1.4 Location

Areas of St. Landry Parish affected by a debris generated event, including all municipalities in the parish.

1.2 Definitions

- A. Shall - The term "shall" denotes mandatory requirements per R.S. 39:1556(24).
- B. Must - The terms "must" denotes mandatory requirements.
- C. May - The term "may" denotes an advisory or permissible action.
- D. Should - the term "should" denotes desirable
- E. Contractor - Any person having a contract with a governmental body.
- F. Agency - Any department, commission, council, board, office, committee, institution, agency, government, corporation, or other establishment of St. Landry Parish authorized to participate in any contract resulting from this solicitation.
- G. Parish - St. Landry Parish within the State of Louisiana.

H. Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
A. RFP mailed to prospective proposers	April 6, 2021	
B. Deadline to receive written inquiries	April 15	
C. Deadline to answer written inquiries	April 19	
D. Proposal Opening Date	April 22, 2021	3:00 PM CST
E. Oral discussions with proposers, if applicable	To be scheduled	
F. Notice of Intent to Award to be mailed	To be scheduled	
G. Contract Initiation	To be scheduled	

NOTE: St. Landry Parish reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

1.4 Proposal Submittal

All proposals shall be received by the Office of Parish Purchasing no later than the date and time shown in the Schedule of Events.

Important - Clearly mark outside of envelope, box or package with the following information and format:

Proposal for: Monitoring of Disaster Generated Debris, Management and Technical Assistance
Solicitation No.: DM-2021-04
Proposal Opening Date: Thursday, April 22, 2021 3:00 PM CST

Proposals are to be received by mail or hand delivered not later than 2:45 pm CST on Thursday, April 22, 2021 to:

St. Landry Parish Government
PO Drawer 1550
Opelousas, LA 70571

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

Notice: PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter**: The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the Parish.

By signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the proposal must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Louisiana Secretary of State or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the public entity.

The cover letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, competence of management and key staff that would be assigned to the project, related services provided to government entities, existing customer satisfaction, a minimum of three (3) references including contact names, phone numbers and email addresses, a listing of current contracts for disaster related services which they are obligated to fulfill during the term of this agreement and a statement of litigation that the firm or staff is currently involved in, or has been involved in over the last (5) years, stating points of contention and results, if available.
- D. **Proposed Solution/Technical Response**: Illustrating and describing proposed technical solution and compliance with the RFP requirements as well as understanding of FEMA, FHWA and other local, state and federal programmatic requirements. Include samples of all forms used: load tickets, truck certifications, incident report, etc. and samples of other reports available explaining their frequency of issue as well and how current the data will be for each type of report.
- E. **Innovative Concepts**: Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.

G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with RFP Exhibit 1 - Price Proposal. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the Parish. It shall also include details about the firm's invoice process.

H. **Additional Forms for Federal Compliance:** Each proposer shall submit the following forms:

- Exhibit 3 – Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms Utilization Plan
- Exhibit 4 – Certification on Lobbying

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response and six (6) additional copies of the proposal as well as one (1) redacted copy, if applicable (See Section 1.6). An electronic copy may be submitted as (1) one of the additional copies.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages ____of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, St. Landry Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit St. Landry Parish’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Parish and hold the Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the Parish harmless, the Parish may disclose the information.

The Parish reserves the right to make any proposal, including proprietary information contained therein, available to Parish procurement personnel or other agencies or organizations for the sole purpose of assisting the Parish in its evaluation of the proposal. The Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also identify which sections or information has been removed.”

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference - NOT REQUIRED FOR THIS RFP

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the procurement documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events, May 7, 2021. Inquiries shall not be entertained thereafter.

The Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, additional questions or requests for clarification may be generated from the Parish's addendum responses. If addendums are issued, questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the solicitation or the specifications contained therein has the right to protest in accordance with R.S. 39:1671. Such protest shall be made in writing to the Director of Parish Purchasing at least two days prior to the deadline for submitting proposals.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any Parish employee or Parish consultant. The Parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the Parish. Answers to all questions and any other changes or clarifications to the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Administrative Inquires:

Van Reed
St. Landry Parish Government
PO Drawer 1550
Opelousas, LA 70571
337-948-3688

Technical Inquires:

Van Reed
St. Landry Parish Government
PO Drawer 1550
Opelousas, LA 70570
337-948-3688

1.8 Errors and Omissions in Proposal

The Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the Parish or the Proposer. The Parish, at its option, has the right to request clarification or additional information from the Proposer.

1.9 Proposal Guarantee (not required for this RFP)

1.10 Performance and Payment Bond

The successful proposer shall be required to provide a performance and payment (surety) bond in an amount to be established at the time of execution of a Notice to Proceed and Task Order. The bond will be set equal to the not to exceed amount on the Notice to Proceed and Task Order to ensure the successful performance under the terms and conditions of the contract negotiated between the successful debris monitoring proposer and the Parish. Any performance and payment bond furnished shall be written by a surety or insurance company

currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance and payment bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance and payment bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance and payment bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

1.11 Changes, Addenda, Withdrawals

The Parish reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The Parish also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the agency soliciting proposals.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the Parish pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the Parish to do so.

1.16 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the Parish. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the Parish and not returned to proposers. Any copyrighted materials in the response are not transferred to the Parish.

1.17 Cost of Offer Preparation

The Parish is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Parish.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.19 Taxes

Any taxes, other than State and local sales and use taxes, from which the Parish is exempt shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the Parish urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the Parish Project Manager.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

St. Landry Parish may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to Parish Administrator for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to St. Landry Parish, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the Parish.

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive

Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. St. Landry Government must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.27 Contract Award and Execution

The Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the Parish.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the contractor and the Parish in accordance with R.S. 39:198(e).

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to St. Landry Parish, price and other factors considered.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, the Parish will issue a "Notice of Intent to Award" letter to the apparent successful Proposer.

The Parish will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with R.S. 39:1671, to the Director of Purchasing, within fourteen days of the award/intent to award.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with St. Landry Parish Government. Contact may be made by phone at 337-948-3688 or E-mail to vreed@stlandrypg.org

1.30 Insurance Requirements

Contractor shall furnish the Parish with certificates of insurance effecting coverage(s) required by the RFP (see RFP Exhibit 2 – Insurance). 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 the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

1.31 Subcontractor Insurance

The Contractor shall include all subcontractors as insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements Stated herein for the contractor.

1.32 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Parish from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Parish.

Contractor will indemnify, defend and hold the Parish harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the Parish in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Parish shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Parish may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Parish's unauthorized modification or alteration of a Product, Material, or Service; ii) Parish's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) Parish's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Parish's exclusive remedy to take action in the following order of precedence: (i) to procure for the Parish the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s)

thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Parish up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The Parish may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.33 Fidelity Bond Requirements (not required on this RFP)

1.34 Payment for Services

Each individual agency shall pay Contractor in accordance with the Pricing Schedule set forth in RFP Exhibit 1 - Price Proposal. All reasonable non-labor expenses including per diems, mileage, etc. shall be billed to the Parish at cost with no mark-up and are subject to full and complete supporting documentation and justification, if requested. Expenses shall follow current U.S. General Services Administration (GSA) published schedules or other established schedule pending approval by the Parish. The Contractor may invoice the agency monthly at the billing address designated by the agency monthly. The invoice will be pre-audited against the terms of the agreement. Upon successful audit review, payment to the contract is authorized and Payments will be made by the Parish within approximately thirty (30) days. Invoices shall include the contract and order number, using department and product or service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.35 Termination

1.35.1 TERMINATION OF THIS AGREEMENT FOR CAUSE

Parish may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

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

1.35.2 TERMINATION OF THIS AGREEMENT FOR CONVENIENCE

The Parish may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.36 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of St. Landry Parish.

1.37 No Guarantee of Quantities

The right is reserved by the Parish to increase or decrease the amount, at the unit prices stated in the proposal.

Neither the Parish nor Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

The St. Landry Parish, State of Louisiana auditor, federal auditors and auditors of other agencies shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Parish and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Equal Employment Opportunity

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

1.40 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish and shall, upon request, be returned by Contractor to the Parish, at Contractor's expense, at termination or expiration of this contract.

1.42 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Parish.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

The Parish intends to include in any contract resulting from this RFP the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any management personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of St. Landry Parish including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

1.46 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

1.47 Proposer's Certification of No Suspension and No Debarment

By signing and submitting any proposal for \$25,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 C.F.R. as detailed below: A list of parties who have been suspended or debarred can be viewed at the Federal System for Award Management (SAM) via the internet at <https://sam.gov>.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- (2) The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000 subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by St. Landry Parish. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to the State of Louisiana Governor's Office of Homeland Security and St. Landry Parish, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.48 Procurement of Recovered Materials

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

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See Exhibit 4 – Certification Regarding Lobbying.

1.50 Contract Work Hours and Safety Standards

All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5:

- (1) Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages: St. Landry Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

1.51 Small and Minority and Women's Business Enterprise, and Labor Surplus Area Firms Opportunity Program Requirements (SMWBE) Utilization

The Parish will take all necessary affirmative steps as prescribed in 2 C.F.R. §200.321 to assure that small and minority businesses, women's business enterprise, and labor surplus area firms are used when possible. These steps include:

- Placing qualified small and minority business 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 business 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; and
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the State of Louisiana Office of State Procurement.

The Parish requires the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above. Proposers are responsible for supplying in their own words how they would meet these qualifications. See EXHIBIT 3 - SMWBE Utilization Plan.

1.52 Additional Federal Procurement Requirements

The Contractor agrees to comply with the following Federal requirements:

1.52.1 Compliance with Federal Law, Regulations, and Executive Orders

The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1.52.2 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity (Parish), contractor, or any other party pertaining to any matter resulting from the contract.

1.52.3 Access to records

The Contractor agrees to provide St. Landry Parish, the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness, the FEMA Administrator, the Comptroller General of the United States, or any of the authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examination, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

1.52.4 Program Fraud and False or Fraudulent Statements or Related Acts

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

1.52.5 DHS Seal, Logo, and Flags

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

1.52.6 Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

The Contractor agrees to report each violation to St. Landry Parish and understands and agrees that St. Landry Parish will, in turn, report each violation as required to assure notification to the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

1.52.7 Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders or regulation issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

The Contractor agrees to report each violation to St. Landry Parish and understands and agrees that St. Landry Parish will, in turn, report each violation as required to assure notification to the State of Louisiana Governor's Office of Homeland Security and Emergency

Preparedness, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

PART II. SCOPE OF WORK/SERVICES

It is the intent of this agreement that the contractor will ensure that hazards to life and property are removed as quickly as possible and expenses are qualified for reimbursement from state and/or federal agencies to the maximum extent possible. Clean up, demolition and removal will be limited to (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and; (3) that which is considered essential to ensure economic recovery of the community to the benefit of the community-at-large.

2.1 Scope of Work

A. Disaster Debris Monitoring

The Contractor's primary responsibilities shall include:

1. Provide training of selected Parish staff in essential debris management, monitoring, and collection functions to ensure appropriate and responsive interface with field debris collection contractors and local, state and federal agencies as required.
2. Provide field inspectors at designated Loading Sites to check and verify information on debris removal and at Debris Management Site(s) (DMS) located or developed throughout St. Landry Parish or the region if necessary or as approved by the Parish.
3. Provide technical and permitting assistance associated with the need to open additional DMS locations when requested by St. Landry Parish.
4. Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up. This work will include:
 - Acquiring, hiring, training, deploying and supervising properly equipped inspectors.
 - Establishing the schedule for inspectors for each day.
 - Monitoring and recording the volumetric measurement (cubic yards) or gross empty weight of each truck that is added into service.
 - Keeping records of contract hauler's trucks, to include cubic yardage, or loaded weight, time in and time out, number of loads per day and other data as requested by designated Parish staff.
 - Determining truck assignments and providing the necessary vehicle decals or placards for ease of identification and tracking.
 - Coordinating with Parish personnel to respond to problems in the field, to include residential or commercial property damage claims in the process of debris removal. Contractors(s) shall establish an incident claim reporting system with a local or toll-free phone number and provide staff for the professional

management of receiving phone complaints or damage claims. The contractor shall investigate and assist in documentation of claims if requested by the Parish.

- Conducting end of day duties, such as verifying all trucks have left the disposal site, addressing daily safety reports and corrective action recommendations, and locking down of the facility.
 - Surveying the affected areas for special situations or emergent needs, to include but not be limited to, identifying tree stumps and the management of root balls and associated cavities, hazardous trees, hazardous hanging limbs, C&D debris, or other potentially hazardous situations. The contractor must keep a list of these locations, track and coordinate the appropriate dispatch of equipment and make frequent reports to the Parish on any post event remedial action.
 - Report on a daily basis which streets had debris collection and which areas are scheduled for the following 2 days.
 - Perform other duties as directed by the designated Parish personnel.
5. Provide on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and/or the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and all communications given to the supervisor or liaison officer in writing by the Parish's authorized representative shall be as binding as if given to the Firm(s).
 6. Provide correct documentation which can withstand closeout and audit.
 7. Provide quality assurance and compliance of the contractor to his contract and to all applicable laws and policies.

The Contractor's secondary responsibilities shall include management and technical assistance including but not limited to:

1. Providing assistance in updating the Parish's Debris Management and Removal plan.
2. Collecting baseline data, per local, state, and federal requirements, from the designated emergency debris management sites prior to opening of these sites.
3. Obtaining necessary local, state, and federal permits for the designated Debris Management Site(s).
4. Conducting ongoing environmental data collection per Local, Parish and Federal requirements for the designated Debris Management Site(s).
5. Providing technical, clerical, and information technology assistance to the Parish in completing any and all forms necessary for reimbursement from state or federal agencies, including the Federal Emergency Management Agency (FEMA), the State of Louisiana, the Federal Highway Administration (FHWA) or the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all

necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.

6. Assisting in conducting an annual tabletop exercise(s) to determine the adequacy of the debris removal plan and debris management process.
7. Developing a Communications/Public Information and Customer Service Coordination Plan for the Parish's approval.

B. Conduct of Operations

The selected monitoring firm's response to the recovery process must be immediate, rapid and efficient, with measurable and acceptable cost controls. Reporting must be converted from raw data to usable and publishable information on a daily basis with no stale dating. Reporting must also include tracking incidents from occurrence to closure. The monitoring contractor's deliverables include quality inspections and load tracking (ticket or electronic) which result in quality documentation that is organized well in reports for publication and which provide the data required for reimbursement for all eligible disaster recovery costs from appropriate local, state and federal agencies as required.

The debris removal monitoring contractor shall ensure that the requirements are met by providing all management, supervision, labor, transportation, and equipment necessary to initiate load tracking (ticket or electronic) and monitoring of the debris removal from public access roads, rights-of-way and public property, monitor the debris management sites, provide roving debris monitors as well as support the operations of the field supervisor(s) and administrative and grants management personnel to ensure that the debris management plan and contracts are effectively and efficiently implemented.

If the selected Firm(s) for monitoring of debris management elect(s) to provide an electronic generated or web based load tracking and field project monitoring system, a detailed project-monitoring proposal detailing such shall also be included.

The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the Debris Management Center before commencing work.

The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost.

The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on St. Landry Parish by any regulatory agency or by any third party as

a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.

The Contractor must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.

The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.

The Contractor will ensure that debris monitors have the means to communicate (cell phones, satellite phones, radio, etc.) to communicate with their supervisors or the Debris Management Center as may be necessary. Contractor supervisors are responsible for resolving issues with truck drivers and contractor's personnel.

Contractor will provide temporary office space and temporary sanitary facilities as necessary.

C. Contractor's Guaranteed Response Time

St. Landry Parish will assign a Debris Manager (DM) to oversee operations and will establish and staff a Debris Management Center (DMC), which will provide overall coordination with the all authorized agencies. The Contractor will provide a representative and staff to the Debris Management Center, as necessary, to ensure a proper level of coordination. The Debris Manager will be the primary point of contact for the contractor and will resolve contract administration issues and disputes. The Contractor is to provide assistance to the Parish's Debris Manager and support the efforts of staff at the Debris Management Center.

Within 48 hours of notification, the Contractor shall provide an adequate number of professionals and qualified personnel to monitor approximately 10 debris Loading Sites and 1 Debris Management Site along with associated roving debris monitors and 2 monitors trained to do truck certifications. The Contractor will be required to increase its staffing from this point depending on the severity of the debris generating event.

At the discretion of the Debris Manager, the Contractor may be required to replace any debris monitor. As part of this proposal, the Contractor must indicate and explain how they plan to supply adequate personnel to support this scope of work and must describe how they would hire additional personnel to meet the needs of the parish.

D. Electronic Data Management System (EDMS)

1. Usage Requirements

The Parish desires the Contractor to use a proven EDMS to monitor and document all field debris removal and processing operations. This EDMS shall mirror the flow and information used by the manual multi-part load ticket system. However, an EDMS must contain, at a minimum, all the data elements to meet the documentation requirements of FEMA and FHWA, as necessary. An explanation of the required usage of an EDMS is as follows:

- a. The Loading Site Monitors shall use hand-held units (HHU) to initiate the load

data by entering the debris type into the HHU. The driver's identity and truck number will be entered into the HHU. The HHU will capture the type of material, pick-up GPS location, and address of pick-up, date, time and the monitor's name/id. The HHU will capture all data required to verify the debris meets FEMA and FHWA eligibility requirements. The load data can be given to the driver in either a printable media or a removable computer media format (for example, smart card, thumb drive, etc.).

- b. HHUs shall be used at the debris verification area of the Debris Management Site(s) or Disposal Site(s) by the tower monitors. The vehicle driver presents the printed or removable media, which was previously initiated by the Loading Site Monitor, to the tower monitor personnel located at the Debris Management Site(s) or Disposal Site(s). The tower monitor verifies the debris classification is appropriate (vegetative, C&D, mixed, etc. and manually revises, if needed), verifies vehicle(s) and driver information is correct, estimates and enters the load quantity in 5 percent increments into the HHU. The HHU will automatically extract the information recorded earlier on the provided media and add the information to the tower monitor's HHU including the date, time debris arrives, site ID, GPS readings, load quantity and tower monitor id. Visual inspection to ensure a truck is empty must be completed prior to the initiation of a new load by a monitor.
- c. All information regarding each debris load will be stored in the HHUs internal memory or on a separate removable media. The debris load information will be uploaded to the host system and the Parish and Contractor databases, if applicable. The host system will retain a running total of the quantity and type of debris hauled by a particular vehicle. All debris load information will be retained by the tower monitor until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the Contractor.

2. System Features

- a. The host system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. Right of way (ROW) collection data must be captured, stored, validated, audited, reported and transmitted to Parish managers and haulers as applicable.
- b. The system shall have the capability to manage user roles. The majority of the system users will be Loading Site or tower monitors. Completed point of origin transactions (loading) must be received at the approved disposal site. Transactions are not considered complete until they are processed thru the receiving applications.
- c. The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. Collection data must be summarized, validated, presented and audited to provide an overall status of mission performance.

- d. The system must facilitate billing, error reporting, performance tracking and graphical data preparation.

3. Other EDMS Considerations

- a. The Contractor must demonstrate ownership or licensing of a proprietary EDMS tracking and reporting system. Contractor must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the Parish.
- b. If Contractor is licensing such technology, Contractor must provide a written letter from licensor acknowledging licensor has a minimum of 100 devices on hand for Contractor's use in the event of a disaster and that such devices will be made available for the Parish's recovery efforts.
- c. Contractor shall include graphic illustration and explanation of system capability and be prepared to demonstrate system functionality if requested at the time of proposal evaluation and/or interview. Contractor shall be required to submit hourly rates (in fee schedule) for operations with and without use of the automated system. Contractor's inability to provide automated system in a timely manner shall be grounds for default and the calling of Performance and Payment bond.

E. Truck Certifications

The Parish has hired a Contractor(s) to remove and transport disaster debris from the public access roadways, rights-of-way and public property within St. Landry Parish to designated debris management sites and final disposal sites.

Each piece of equipment brought into the project by the debris contractor must be measured and inspected and identified with a specific number that is posted on the outside of the vehicle. A log of all pieces of equipment, owner, contact information, measurements and verification of safety requirements including adequate insurance must be created and be published and distributed to every TDSR tower monitor station.

F. Load Tickets

Each load of eligible debris shall be tracked using an EDMS or a four or five-part load ticket, to be furnished by the debris removal contractor, similar to the one shown in Figure 1 below. After the selection of the debris removal contractor(s) and the debris monitoring contractor(s), the Debris Management Center, before any event, shall decide what electronic system or paper load tickets are to be used and what exact data is required to complete documentation for all three parties: the Parish, the debris removal contractor(s) and the debris monitoring contractor(s).

The Debris Management/Disposal Site Monitor will indicate the name of the Debris Management Site, arrival time of the truck, and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket in the Estimated Debris Volume block and the Debris Management/Disposal Site Monitor will print his/her name and sign in the designated block. The Debris Management/Disposal Site Monitor will retain one copy of the load ticket and give the remaining copies to the truck driver. The Debris Management/Disposal Site Monitor's copy will be turned into their supervisor at

the end of each day. **These are controlled forms and must not be duplicated. The original load ticket must be presented for payment.** The Debris Management/Disposal Site Monitor will maintain a log that contains the information required in Section 2.3.B of this Scope of Work.

2.2 Monitoring Position Requirements

A. Loading Site Monitors

1. The primary function of the Loading Site Monitors is to correctly complete load tracking (ticket or electronic) of eligible debris cleared and removed at locations designated by the Debris Management Center.
2. Contractor shall, within 48 hours, be prepared to provide qualified on-site personnel to monitor debris removal operations at up to ten (10) debris loading sites located throughout St. Landry Parish. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12 -14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by Debris Manager in coordination with the debris removal Contractor.

Monitoring Sites: Contractor may have Loading Site Monitors stationed with each hauling Contractor vehicle or multiple vehicles if within a small area and all operations are fully visible as chosen by the debris removal Contractor and coordinated with the Debris Management Center the day before beginning the work. Each truck driver will be given a load ticket or removable electronic media that validates where the material originated and that it is eligible for pickup. Load tickets or removable electronic media will be issued in accordance with established procedures and as a minimum must have a complete and correct street address (201 W. Marshall Drive) or if unavailable, the correct name of the two nearest intersecting streets to be valid. (W. Marshall Drive & N. Pinewood Circle). The volume of debris hauled will be estimated at the DMS by the Debris Management/Disposal Site Monitor.

3. Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to initiate debris load tracking (ticket or electronic) to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within St. Landry Parish.
4. All Loading Site Monitors must speak English, be a minimum of 18 years of age, have a valid driver's license issued in the United States, be capable of working in an outside environment and be able to climb a 10-foot-high ladder.
5. Supervisors and managers must have previous debris monitoring experience.
6. Supervisors and all identified Loading Site Monitors must attend a 1/2-day debris monitor training session which covers the deliverables and expectations to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the Parish. A training log should be established for each monitor and maintained by the supervisors noting date and topics discussed. This log should be available for review by the Parish and included with the documents returned to the Parish at closeout of the event.

B. Debris Management/Disposal Site (DMS) Monitors

1. The primary function of the Debris Management/Disposal Site Monitors is to complete the load tracking (ticket or electronic) and to estimate volumes that have been transported to either the DMS for processing and storage or to the final disposal and to report safety violations occurring at either location.
2. Contractor must ensure Debris Management/Disposal Site Monitors have transportation to and from the DMS or final disposal site and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.
3. All Debris Management/Disposal Site Monitors must speak English, be a minimum of 18 years of age, have a valid driver's license issued in the United States, be capable of working in an outside environment and be able to climb a 10-foot-high ladder.

4. Supervisors and managers must have previous debris monitoring experience.
5. Supervisors and all identified Debris Management/Disposal Site Monitors must attend a 1/2-day debris monitor training session which covers the deliverables and expectations to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the Parish. A training log should be established for each monitor and maintained by the supervisors noting date and topics discussed. This log should be available for review by the Parish and included with the documents returned to the Parish at closeout of the event.

C. Roving Debris Monitors

1. The primary function of the Roving Debris Monitors is to provide oversight of all debris removal and disposal operations to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in St. Landry Parish and, along with their supervisors, verify that the vehicles used to collect this debris are correctly certified and are operating within policy.
2. Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.
3. The Roving Debris Monitor(s) is expected to make multiple visits to all Loading Sites and DMS locations on a random daily basis. The Roving Debris Monitor(s) will be the "eyes and ears" in the field for the Debris Manager. Therefore, their observations and reports must be backed up with digital photographs and video as necessary.
4. It is assumed that the roving monitors will have received specialized training on various specialized tasks including certification of trucks and equipment and in rules of eligibility of debris for removal from the pick-up zones in St. Landry Parish.
5. Contractor shall provide at least one monitor for each debris pickup zone to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate minimum of 12 to 14 hours per day, 7 days per week.
6. Contractor must ensure that Roving Debris Monitors have transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
7. All Roving Site Monitors must speak English, be a minimum of 18 years of age, have a valid driver's license issued in the United States, be capable of working in an outside environment and be able to climb a 10-foot-high ladder.
8. Supervisors and all identified Roving Debris Monitors must attend a 1/2-day debris monitor training session which covers the deliverables and expectations to be conducted at a location specified by the Debris Manager before the start of the first shift. Roving monitors shall receive additional training on eligibility issues and procedures required for compliance with FEMA Policy 104-009-2 v4 (June 1, 2020)

and subsequent FEMA policy, regulations, and/or guidance as may be issued and the FHWA-ER Manual. Training will be the responsibility of the Contractor and must be approved by the Parish. A training log should be established for each monitor and maintained by the supervisors noting date and topics discussed. This log should be available for review by the Parish and included with the documents returned to the Parish at closeout of the event.

D. Debris Management Consultant

1. The Contractor will provide, if requested by the Parish, the services of an experienced professional (Consultant) to assist the Parish in the operations and coordination of activities at the Debris Management Center. The qualified individual must have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal. Emphasis on management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.
2. The Consultant shall report to the Debris Manager or Deputy Debris Manager. The Consultant shall perform work as assigned which may include but not be limited to review of plans and procedures, drafting task orders, work plans and reports, audit of Debris Removal Contractor efforts and operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.
3. The Debris Manager will issue a task order to mobilize the Contractor to provide the Consultant. The Consultant shall be available on site at the Debris Management Center for a minimum of two weeks following mobilization. The Debris Manager will establish the service requirements and length of time those services are needed based on needs of the Parish.

2.3 Reporting

A. Loading Site Monitor

The Loading Site Monitor will turn in their completed log to their supervisor at the end of each shift. The Contractor's supervisor will ensure that the logs are submitted to the Debris Management Center not later than 9 a.m. the following day. Also, by 9 a.m. the contractor will provide reports concerning progress in a format designated by the Parish.

The Loading Site Monitors will maintain a log that contains the following information:

- a) Debris loading site location(s)
- b) Loading Site Monitors' Name
- c) Supervisor's Name
- d) Number of Load Tickets issued during the shift
- e) Starting load ticket number and Ending load ticket number
- f) Any problems encountered or anticipated

B. Debris Management/Disposal Site Monitor

The Debris Management/Disposal Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Debris Management Center not later than 9 a.m. the following day.

The Debris Management/Disposal Site Monitors will maintain a log that contains the following information:

- a) Debris Management Site or Disposal Site location
- b) Debris Management Site Monitors' Name
- c) Supervisor's Name
- d) Truck/trailer number and volume of debris hauled into the site
- e) Cumulative total of debris delivered at the site during the shift
- f) Any problems encountered or anticipated
- g) Grids cleared and number of passes

C. Roving Site Monitor

The Roving Debris Monitor(s) will be responsible for completing the Debris Loading Site Monitoring Checklist provided by the Debris Management Center. Report will be submitted to immediate supervisor on a daily basis.

The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. Supervisor will keep Debris Manager informed of situations that impact the execution of the debris removal contract.

D. Supervisor Responsibility

The supervisor will collect all written reports and provide them to the Debris Management Center by 9 a.m. the following day.

The load tickets are to be compiled daily into a daily report that details all information gathered on each load ticket, all incorrect or unclear items on any ticket rendering it invalid until corrected. Corrections must have an initial and date.

The original load tickets become the basis of payment to the debris contractor and the combined sum of all tickets become the basis of reimbursement from FEMA and the State and as such, the quality, consistency, accuracy of the individual ticket and the reporting of the data contained upon these tickets and collected by the monitors are the primary deliverable for which the contract will be let.

2.4 Safety

All Contractor personnel must wear required personal protective equipment whenever on a DMS or final disposal site that is in compliance with all local, state and federal requirements. The following are mandatory: Hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

The Contractor will maintain a telephonic contact list at each Loading Site and DMS of the Contractor's supervisor, Debris Manager, Debris Management Center and nearest fire, police, and emergency medical facilities.

The Contractor will ensure that Contractor personnel adhere to all DMS safety requirements.

2.5 Additional Services

Based on the Parish's needs, the selected firm(s) will be requested to provide proposals to carry out specific monitoring activities/tasks related to solid and hazardous waste, debris management, removal, reduction, disposal, turn-key environmental restoration and remediation, associated with natural and manmade disaster events.

The Parish also reserves the right to request proposals from the selected firm(s) to carry out specific monitoring functions for material management, removal and disposal resulting from events other than disastrous events.

The selected firm(s) may also be tasked to review the Parish's existing Comprehensive Emergency Management Plan as well as the Mitigation Plan and their various Phases.

2.6 Payment

For all positions utilized in this contract, the unit price must be at the Contractor's standard billing rate as proposed.

All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits.

All reasonable non-labor expenses including per diems, mileage, etc. will be billed to the Parish at cost with no mark-up and are subject to full and complete supporting documentation and justification, if requested.

PART III. EVALUATION

3.1 Evaluation Criteria

The St. Landry Parish procedure for selecting a vendor is as follows:

1. All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.
2. To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.
3. Written recommendation for award shall be made to the Director of Parish Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to St. Landry Parish, price and other factors considered.
4. The committee may reject any or all proposals if none is considered in the best interest of the Parish.

3.2 Financial Proposal - Potential Value of 50 points

The competitive pricing component of the evaluation of this RFP will be completely based on the schedule furnished in Section 3.2.1 below but the proposal shall include prices per the schedule furnished in RFP Exhibit 1 for other goods and services which will be evaluated as part of the functional portion of the technical evaluation. Responder may include other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the Parish to consider.

A proposer's Base Cost Score (BCS) will be based on the cost information provided in 3.2.1 below and computed as follows:

$$\text{BCS} = (\text{LPC}/\text{PC} \times 50)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed cost of all proposers
 PC = Total cost of proposer being evaluated

3.2.1 **SCHEDULE FOR BIDDING COMPETITION: MUST BE INCLUDED IN PROPOSAL**

Competition for pricing will be based solely on the items listed below. The Hourly Rate is for **labor charges only**. All reasonable non-labor expenses including per diems, mileage, etc. shall be billed to the Parish at cost with no mark-up and are subject to full and complete supporting documentation and justification, if requested. Expenses shall follow current U.S. General Services Administration (GSA) published schedules or other established schedule pending approval by the Parish. RFP Exhibit 1 requests rates of additional Hourly Rate personnel.

Each proposer has a unique strategy of implementation and management and this schedule attempts to allow the proposer to be evaluated on their uniqueness, and strengths. Please complete the schedule below and submit it with your proposal. It is intended to reflect an example of a small debris operation and should be composed of **labor charges only**.

Position Description	Paper-Based Ticketing			Electronic Data Management System		
	Estimated Quantity (1)	Hourly Rate (2)	Price Extension (1) X (2)	Estimated Quantity (3)	Hourly Rate (4)	Price Extension (3) X (4)
Project Manager	250	\$	\$	250	\$	\$
Operations Coordinator	500	\$	\$	500	\$	\$
Field Supervisor	875	\$	\$	875	\$	\$
Loading Site Monitor	6,250	\$	\$	6,250	\$	\$
Debris Management Site Monitor	750	\$	\$	750	\$	\$
Data Manager / Billing and Invoice Analyst	200	\$	\$	150	\$	\$
Data Entry Clerk	300	\$	\$			
Automated Ticketing Specialists				150	\$	\$
Total			\$			\$

3.3 Technical Proposal – Potential Value of 50 Points

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- A. Processes that will ensure quality delivery and accountability.
- B. Information demonstrating the Proposer’s understanding of the nature and scope of this project
- C. Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

Technical Proposal Evaluation	<u>POINTS</u>
A. Company Background and Experience	10
B. Confidence in Approach & Methodology	10
C. References & Performance on Similar Jobs	10
D. Confidence in Accounting & Management Capabilities	10
E. Evaluation of Risk Factors	10
Total Possible Points	50

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

Contactors shall issue written daily reports denoting areas worked, quantities removed, quantity and type of equipment in service, quantity of monitors in service, weather report, problems and issues noted, problems and issues corrected.

On a weekly basis, or as determined by the Parish, both Debris Removal contractor and Debris Monitoring contractor will meet with the Parish and identify Strategic Targets for the following week and evaluate compliance of last week’s targets.

Accounting protocols include a bi-monthly reconciliation of records with the Parish, Debris Removal contractor, and Debris monitoring contractor so that errors and omissions are handled expediently and that the quality of the accounting is established and reviewed. Each contractor will submit their invoices to the Parish, not to each other.

4.2 Performance Measurement/Evaluation

The standard of evaluation of the success of the debris monitoring project will be records which document compliance to the debris removal contract and to all applicable statutes and codes that effect eligibility for reimbursement from applicable State and Federal agencies.

**REQUEST FOR PROPOSAL
FOR**

**Monitoring of Disaster Generated Debris Removal,
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**EXHIBIT 1 – PRICE PROPOSAL – Hourly Pricing – Labor
ONLY**

<u>Job Title</u>	<u>Units</u>	<u>Unit Price</u>
Project Manager	Hourly	_____
Deputy Project Manager	Hourly	_____
Operations Coordinator	Hourly	_____
Environmental Coordinator	Hourly	_____
Scheduler / Dispatcher	Hourly	_____
Data Manager / Billing and Invoice Analyst	Hourly	_____
Field Supervisor	Hourly	_____
Loading Site Monitor	Hourly	_____
Debris Management/Disposal Site Monitor	Hourly	_____
Roving Debris Monitor	Hourly	_____
Hazardous Materials Monitor	Hourly	_____
GIS and Mapping Specialist	Hourly	_____
FEMA / FHWA Policy Specialist	Hourly	_____
Data Entry Clerk	Hourly	_____
Administrative Support	Hourly	_____
Debris Management Consultant	Hourly	_____
Emergency Management Planner	Hourly	_____
Loading Site Monitor (with EDMS HHU)	Hourly	_____
Debris Management/Disposal Site Monitor (with EDMS HHU)	Hourly	_____
Automated Ticketing Specialists	Hourly	_____

REQUEST FOR PROPOSAL FOR

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EXHIBIT 2 – Insurance

ST. LANDRY PARISH GOVERNMENT INSURANCE REQUIREMENTS

1. GENERAL REQUIRMENTS

Each of the insurance policies maintained by Contractor for work/services performed under this agreement must be endorsed as follows, in addition to any other requirements:

- A. To provide to St. Landry Parish Government thirty (30) days written notice of cancellation, reduction of coverage or material change.
- B. For liabilities and indemnities assumed by Contractor under this agreement, Contractor's Insurance policies (except with respects to Worker's Compensation and Employer's Liability) shall name St. Landry Parish Government as additional insured.
- C. For liabilities and indemnities assumed by St. Landry Parish Government under this agreement, Contractors insurance policies shall provide that the Contractors' insurers waive their rights of subrogation against St. Landry Parish Government and their insurers.
- D. It is understood and agreed that (i) such insurance provided by Contractor shall be primary to and receive no contribution from any insurance maintained by or on behalf of Contractor, and (ii) St. Landry Parish Government shall not be responsible or liable for any deductibles, self-insured retentions and/or premiums of Contractor's insurance.
- E. It is further understood and agreed that such insurance provided by Contractor shall not be reduced, voided, waived or in any other manner limited with respect to Government if Contractor violates any warranties, terms or conditions of Contractor's insurance policies.
- F. St. Landry Parish Government reserves the right to require complete, certified copies of all required insurance policies, at any time.
- G. Any deductibles or self-insured retentions must be declared and approved by St. Landry Parish Government. Prior to entering into this agreement, and at the option of the St. Landry Parish Government either, the Parish shall accept and approve the deductible or self-insured retention, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Parish, or the vendor shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expense.
- H. Insurance is to be placed with insurers with an A. M. Best's Rating or no less than A:VII. This requirement could be waived for workers' compensation coverage only for those vendors whose workers' compensation coverage is placed with companies who participate

in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

2. MINIMUM INSURANCE REQUIREMENTS

The required limits for coverage are as follows:

- A. Workers' Compensation, as required by statute, and Employee's Liability Insurance, \$1,000,000 limits, covering Contractor's employees engaging in work/services under this agreement in compliance with applicable state, federal and/or maritime laws. St. Landry Parish Government shall be provided with a waiver of subrogation as well as listed as Alternate Employer. Contractor expressly agrees to comply with all provision of the Workers' Compensation Laws of the state or federal jurisdiction where the work/service is being performed. For work/services performed on or near water, and where applicable, the policy should be endorsed to provide the Harbor Workers' Compensation Act, and/or Maritime Operations coverage, Maritime Employer's Liability Including wages, maintenance and transportation, and coverage for Master and Crews.
- A. Automobile Liability Insurance, \$1,000,000 limit, covering owned vehicles, leased, non-owned and hired vehicles.
- B. Commercial General Liability insurance, \$1,000,000 limit, covering 3rd party bodily injury and property damage to include the following:
 - Premises and Operations coverage;
 - Contractual Liability covering liabilities assumed under this Agreement;
 - Products and Completed Operations Coverage;
 - Action Over/Indemnity Buyback/
 - Underground resources liability endorsement (when applicable);
 - Broad form property damage; and
 - Pollution liability coverage.
- C. Aircraft Liability insurance when aircraft (including fixed wing and helicopters) that are owned, rented or chartered are used in the operation under this agreement. The required limit of liability is \$1,000,000 combined single limit to include passenger liability. If owned aircraft are utilized, then a waiver of subrogation in favor of Government should also be provided for Hull Damage to the craft. Company will be restricted from flying over-populated area.
- D. Marine Liability, Charters Legal Liability, and Towers Liability insurance when tugs, vessels or barges that are owned, rented, or chartered are used in the operations under this agreement. The required limit of liability is \$10,000,000 which can be provided under a separate, stand alone policy or under Contractor's Commercial General Liability or Excess/Umbrella Liability Coverage.
- E. Watercraft Hull Damage insurance if owned watercraft are utilized, including a waiver of subrogation in favor of St. Landry Parish Government.

- F. Architect, Engineers, and other Professionals shall maintain Professional Liability Coverage with limits of \$1,000,000. This coverage shall extend to all professional subcontractors employed by Professionals contracted with St. Landry Parish Government.
- G. Minimum required limits can be obtained either with primary policies, and/or combination with excess or umbrella policy.

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**EXHIBIT 3 – Small and Minority Business, Women’s Business
Enterprises (SMWBE), and Labor Surplus Area Firms
Utilization Plan**

Company Name (Proposer):	
Project Name:	Monitoring of Disaster Generated Debris Removal, Management, and Technical Assistance
RFP Number:	

2 CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women’s business enterprises, and labor surplus area firms are used when possible. The Parish requires that proposers, if subcontracts are to be let, to take affirmative steps as cited in RFP Section 1.51 Small and Minority Businesses, Women’s Business Enterprises (SMWBE), and Labor Surplus Area Firms Opportunity Program Requirements. Please describe your firm’s plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

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EXHIBIT 4 – Certification Regarding Lobbying

The undersigned _____(CONTRACTOR) certifies, to the best of his or her knowledge, that:

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**REQUEST FOR PROPOSAL
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EXHIBIT 5 – Sample Contract

**SAMPLE CONTRACT FOR MONITORING OF DISASTER GENERATED
DEBRIS REMOVAL, MANAGEMENT AND TECHNICAL ASSISTANCE
FOR ST. LANDRY PARISH GOVERNMENT**

THIS AGREEMENT, made and entered into on this _____ day of _____, 2021, by and between _____, authorized to do business in the State of Louisiana, whose business address is _____, hereinafter called the "Contractor" and St. Landry Parish Government with current mailing address of P.O. Drawer 1550 Opelousas, Louisiana 70571 hereinafter called the "Parish":

WITNESS TH:

COMMENCEMENT

The Contractor shall commence the work following award of this Contract by the St. Landry Parish Council and execution of this Agreement. The contract shall be for a two (2) year period with options for two (2) additional one (1) year renewals under all of the same terms and conditions contained in this Agreement for work on an as need basis. The Parish shall give the Contractor written notice of the Parish's intention to renew the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

The Parish President, or designee, may extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The Parish President, or designee, shall give the Contractor written notice of the Parish's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

STATEMENT OF WORK

The Contractor shall provide Monitoring of Disaster Generated Debris, Management and Technical Assistance in accordance with the terms and conditions of **RFP No. DM-2021-03** and the Contractor's proposal incorporated herein and made an integral part of this Agreement by reference.

Work assignments shall be made by issuing a Notice to Proceed and Task Order.

COMPENSATION

The Parish shall pay the Contractor for the performance of this Agreement upon completion of each work assignment as accepted and approved by the Parish Debris Manager, or designee. Compensation for each work assignment shall be in accordance with the Appendix "A" hourly

rate schedule. Payments shall be made to the Contractor upon proper invoice when requested as work progresses, but not more frequently than once per month.

ADDITIONAL ITEMS/SERVICES

Additional items and/or services may be added to this contract upon satisfactory negotiation of price by the Coastal, Energy and Environment Director, or his designee, and Contractor. This includes specialty equipment that may necessary in the performance of the contract work.

TRAVEL EXPENSES

All reasonable non-labor expenses including per diems, mileage, etc. shall be billed to the Parish at cost with no mark-up and are subject to full and complete supporting documentation and justification, if requested. Expenses shall follow current U.S. General Services Administration (GSA) published schedules or other established schedule pending approval by the Parish.

NOTICES

All notices from the Parish to the Contractor shall be deemed duly served if mailed or faxed to the Contractor at the following Address:

Contractor Name
Contractor Address
Contractor Phone

All Notices from the Contractor to the Parish shall be deemed duly served if mailed, faxed or emailed to the Parish to:

St. Landry Parish Government
Attention: Amanda Cain
PO Drawer 1550, Opelousas, LA 70571
337-948-3688
acain@stlandrypg.org

The Contractor and the Parish may change the above mailing addresses or email addresses at any time upon giving the other party written notification. All notices under this Service Agreement must be in writing.

SAFETY

All contractors and subcontractors performing service for St. Landry Parish are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and Parish Safety and Occupational Health Standard and any other applicable rules and regulations. Also all contractors and subcontractors shall be responsible for the safety of their employees. Contractor has established and maintains programs and procedures for the safety of its employees. Contractor specifically disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's employees.

PERSONNEL SUBSTITUTION

Consultants, firm specialists and other professional personnel assigned to the Parish project as mentioned in Contractor's proposal can only be changed with the express prior written permission of the Parish Coastal, Energy and Environment Director, or his designee, who retains final approval of proposed replacement personnel. The Parish reserves the right to renegotiate the contract should key personnel leave the Contractor's employment.

Other personnel, such as secretarial and/or administrative support personnel may be changed at the discretion of the Contractor provided that replacements have substantially the same or better qualifications or experience as approved by the Coastal, Energy and Environment Director, or his designee.

SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Parish for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

NO IMPROPER USE

The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, Parish facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any Federal, State, Parish or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the Parish or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the Parish shall have the right to suspend the contract of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the Parish within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the Parish.

SECURITY

Contractor's personnel will comply with all security regulations in effect at the Parish's premises, and externally for materials and property belonging to the Parish or to the project. Where special security precautions are warranted (e.g., correctional facilities), the Parish shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the Parish any known breach of security.

CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the Parish if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

CONFLICT OF INTEREST

Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.

COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

PERMITS, LICENSES AND TAXES

All permits necessary for the execution of the Work shall be obtained by the Contractor. Payment for all such permits issued by the Parish shall be processed internally by the Parish. All non-Parish permits necessary for the execution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of St. Landry Parish, the State of Louisiana, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

INSURANCE

1. GENERAL REQUIREMENTS

Each of the insurance policies maintained by Contractor for work/services performed under this agreement must be endorsed as follows, in addition to any other requirements:

- A. To provide to St. Landry Parish Government thirty (30) days written notice of cancellation, reduction of coverage or material change.

- B. For liabilities and indemnities assumed by Contractor under this agreement, Contractor's Insurance policies (except with respects to Worker's Compensation and Employer's Liability) shall name St. Landry Parish Government as additional insured.
- C. For liabilities and indemnities assumed by St. Landry Parish Government under this agreement, Contractors insurance policies shall provide that the Contractors' insurers waive their rights of subrogation against St. Landry Parish Government and their insurers.
- D. It is understood and agreed that (i) such insurance provided by Contractor shall be primary to and receive no contribution from any insurance maintained by or on behalf of Contractor, and (ii) St. Landry Parish Government shall not be responsible or liable for any deductibles, self-insured retentions and/or premiums of Contractor's insurance.
- E. It is further understood and agreed that such insurance provided by Contractor shall not be reduced, voided, waived or in any other manner limited with respect to Government if Contractor violates any warranties, terms or conditions of Contractor's insurance policies.
- F. St. Landry Parish Government reserves the right to require complete, certified copies of all required insurance policies, at any time.
- G. Any deductibles or self-insured retentions must be declared and approved by St. Landry Parish Government. Prior to entering into this agreement, and at the option of the St. Landry Parish Government either, the Parish shall accept and approve the deductible or self-insured retention, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Parish, or the vendor shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expense.
- H. Insurance is to be placed with insurers with an A. M. Best's Rating or no less than A:VII. This requirement could be waived for workers' compensation coverage only for those vendors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

2. MINIMUM INSURANCE REQUIREMENTS

The required limits for coverage are as follows:

- A. Workers' Compensation, as required by statute, and Employee's Liability Insurance, \$1,000,000 limits, covering Contractor's employees engaging in work/services under this agreement in compliance with applicable state, federal and/or maritime laws. St. Landry Parish Government shall be provided with a waiver of subrogation as well as listed as Alternate Employer. Contractor expressly agrees to comply with all provision of the Workers' Compensation Laws of the state or federal jurisdiction where the work/service is being performed. For work/services performed on or near water, and where applicable, the policy should be endorsed to provide the Harbor Workers' Compensation Act, and/or Maritime Operations coverage, Maritime Employer's Liability Including wages, maintenance and transportation, and coverage for Master and Crews.

- B. Automobile Liability Insurance, \$1,000,000 limit, covering owned vehicles, leased, non-owned and hired vehicles.
- C. Commercial General Liability insurance, \$1,000,000 limit, covering 3rd party bodily injury and property damage to include the following:
- Premises and Operations coverage;
 - Contractual Liability covering liabilities assumed under this Agreement;
 - Products and Completed Operations Coverage;
 - Action Over/Indemnity Buyback/
 - Underground resources liability endorsement (when applicable);
 - Broad form property damage; and
 - Pollution liability coverage.
- D. Aircraft Liability insurance when aircraft (including fixed wing and helicopters) that are owned, rented or chartered are used in the operation under this agreement. The required limit of liability is \$10,000,000 combined single limit to include passenger liability. If owned aircraft are utilized, then a waiver of subrogation in favor of Government should also be provided for Hull Damage to the craft.
- E. Marine Liability, Charters Legal Liability, and Towers Liability insurance when tugs, vessels or barges that are owned, rented, or chartered are used in the operations under this agreement. The required limit of liability is \$10,000,000 which can be provided under a separate, stand-alone policy or under Contractor's Commercial General Liability or Excess/Umbrella Liability Coverage.
- F. Watercraft Hull Damage insurance if owned watercraft are utilized, including a waiver of subrogation in favor of St. Landry Parish Government.
- G. Architect, Engineers, and other Professionals shall maintain Professional Liability Coverage with limits of \$1,000,000. This coverage shall extend to all professional subcontractors employed by Professionals contracted with St. Landry Parish Government.
- H. Minimum required limits can be obtained either with primary policies, and/or combination with excess or umbrella policies.

PERFORMANCE AND PAYMENT BOND

Contractor shall provide a performance (surety) bond in an amount to be determined at the time of execution of a Notice to Proceed OR Professional Liability insurance as listed above in Insurance.

CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

ASSIGNMENT

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

NO PARTNERSHIP

Nothing herein contained shall create or be construed as creating a partnership between the Parish and the Contractor or to constitute the Contractor as an agent of the Parish.

OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish, and shall, upon request, be returned by Contractor to the Parish, at Contractor's expense, at termination or expiration of this contract.

RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of St. Landry Parish or others so designated by the Parish, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

FINANCIAL DISCLOSURE

Contractor shall include a copy of the most recent financial statement to appended to the RFP and submit additional statements upon request.

USE OF AGENCY'S FACILITIES

Any property of the Parish furnished to the Contractor shall, unless otherwise provided herein, or approved by the Parish, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the Parish which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the Parish in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the Parish, the Contractor shall notify the Parish thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the Parish all property of the Parish prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in the scope of work.

Contractor understands that the sum of their services is the documentation of work done that is in conjunction with the Debris Removal contract and all applicable laws and policies. Contractor warrants that the documentation of said work can withstand audit and closeout.

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Parish from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Parish.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records, even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The Parish may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

INDEMNIFICATION

To the maximum extent permitted by Louisiana law, the Contractor or Consultant shall indemnify,

defend and hold harmless Parish, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor or Consultant or anyone employed or utilized by the Contractor or Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

In the event it becomes necessary for the Parish to engage the services of an attorney at law to enforce this Agreement or protect the interest of the Parish hereunder, Contractor shall pay reasonable attorney's fees.

This section does not pertain to any incident arising from the sole negligence of Parish.

SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

FISCAL FUNDING

It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the St. Landry Parish Council.

COMMENCEMENT OF WORK

No work shall be performed by Contractor and the Parish shall not be bound until such time as a Contract is fully executed between the Parish and the Contractor and all required approvals are obtained.

NOT TO EXCEED CLAUSE

The Notice to Proceed shall contain a not to exceed clause for the scope of work detailed in the Notice. An amendment to the contract shall be required if the work required exceeds Five Hundred Thousand dollars (\$500,000.)

COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the attached component parts, all of which are as fully a part of the contract as if herein set out verbatim: Contractor's Proposal, Insurance Certificate, RFP No. DM-2021-01 Specifications/Scope of Services/Contractor's Proposal and Addenda/Notice of Award.

ORDER OF PRECEDENCE

The Request for Proposals (RFP) and the Contractor's Proposal response are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

CONTRACT ADMINISTRATION

This Agreement shall be administered on behalf of the Parish by the Coastal, Energy and Environment Department.

TERMINATION

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the Parish as per this Agreement, the Parish may terminate said agreement immediately for cause; further the Parish may terminate this Agreement for convenience with a seven (7) day written notice. The Parish shall be sole judge of non-performance.

JURISDICTION / VENUE

The laws of the State of Louisiana shall govern this agreement. Venue of this agreement shall be in the 17nd Judicial District Court for the Parish of St. Landry, and by entering this contract, Contractor expressly waives any objections to jurisdiction and venue, regardless of Contractor's residence or domicile.

IN WITNESS WHEREOF, the Contractor and the Parish, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

WITNESSES:

WITNESSES:

ON BEHALF OF ST. LANDRY PARISH
GOVERNMENT

JESSIE BELLARD Parish President

Date: _____

ON BEHALF OF _____

Name

Title

Date: _____