



Plaquemines Parish Government (PPG)

Request for Proposals Project # 22-11-06

for

PRE-POSITION EMERGENCY CONTRACT FOR LEVEE MAINTENANCE AND EMERGENCY ACCESS ROADS

Publication Dates:

PUBLICATION – 5/31/22

Responses Due: June 17, 2022 @ 10:00 AM Central

Plaquemines Parish Government

333 F Edward Hebert Boulevard, Building 500

Belle Chasse, LA 70037

Table of Contents

- Section 1.0 - General Conditions3**
 - 1.1 Overview 3
 - 1.2 Minimum Qualifications..... 3
 - 1.3 Schedule 4
 - 1.4 Point of Contact..... 4
 - 1.5 Contract Term and Renewal..... 4
 - 1.6 Bond Requirements..... 5
 - 1.7 Financial Capability 5
 - 1.8 Insurance Requirements..... 5
 - 1.9 Irrevocable Offer..... 6
 - 1.10 Conflict of Interest..... 7
 - 1.11 Disadvantaged and Small Business Enterprises..... 7
 - 1.12 Provisions for Federally Assisted Projects 8
- Section 2.0 – Procurement Process and Proposal Requirements.....9**
 - 2.1 Question Submission..... 9
 - 2.2 Addenda..... 9
 - 2.3 Reserved Rights..... 9
 - 2.4 Contract..... 9
 - 2.5 Evaluation Criteria 9
 - 2.6 Submission Requirements.....11
 - 2.7 Preparation Costs.....11
 - 2.8 Proposal Layout.....11
 - 2.9 Assertion of Contractor Confidentiality12
- Section 3.0 – Scope of Services.....13**
 - 3.1 General13
 - 3.2 Damage.....13
 - 3.3 Mobilization and Demobilization14
 - 3.4 Services.....14
 - 3.5 Environmental Protection, Historic Preservation, Protection of Property and Restoration 14
 - 3.6 Invoicing Requirements16
 - 3.7 Contractor’s License / Bonding Requirements16
- Section 4.0 – Cost Proposal17**
- Section 5.0 – Required FEMA Provisions.....19**
 - 5.1 Equal Employment Opportunity19
 - 5.2 Davis-Bacon and Copeland Anti-Kickback Act.....19

5.3 Contract Work Hours and Safety Standards Act	19
5.4 Clean Air Act and the Federal Water Pollution Control Act	20
5.5 Debarment and Suspension [Executive Orders 12549 and 12689].....	20
5.6 Byrd Anti-Lobbying Amendment	20
5.7 Procurement of Recovered Materials.....	20
5.8 Contractual Provisions.....	21
5.9 Prohibition on Certain Telecommunications and Certain Video Surveillance Services or Equipment	21
5.10 Domestic Preferences for Procurements	21
5.11 Rights to Inventions Made Under a Contract or Agreement	22
Section 6.0 – Required Forms	23
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION	24
DRUG-FREE WORKPLACE CERTIFICATION	25
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.....	26
NON-COLLUSION OATH.....	27
GOOD FAITH AFFIDAVIT	28
LABOR AND MATERIAL BOND.....	29

Section 1.0 - General Conditions

1.1 Overview

Plaquemines Parish is hereby requesting written proposals to provide services to be performed at the direction of the Plaquemines Parish Office of Homeland Security and Emergency Preparedness, in support of emergency operations. The contract awarded will take effect upon authorization from the Plaquemines Parish President and the direct tasking by the Director of Homeland Security and Emergency Preparedness (“OEP Director”) and will cease at the direction of the OEP Director.

Plaquemines Parish will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by Plaquemines Parish may be included elsewhere in the solicitation.

The Parish invites qualified contractors (Contractor) to respond to this Request for Proposals (RFP) to provide Levee Maintenance services and Emergency Access Roads. The Parish desires to enter into an agreement with one or more qualified, responsive firms, price, and other factors to be considered, that represents the best overall value to the Parish.

Contractor must be knowledgeable of Federal Emergency Management Agency (FEMA) and any other governmental agency's regulations and guidelines pertinent to post-disaster recovery, debris removal monitoring, and Stafford Act Public Assistance claims.

1.2 Minimum Qualifications

Contractor must meet the minimum requirements outlined below to be considered a responsive vendor:

- Contractor must be properly licensed to provide the required services in the State of Louisiana.
- Demonstrated knowledge and experience with FEMA requirements relating to Levee Maintenance and Emergency Access Roads.
- Demonstrated minimum experience in Levee Maintenance and Emergency Access Roads activities.
- Contractor must be able to provide at least two (2) references for projects of similar scope and services.
- Demonstrated ability to provide all equipment required to complete the efforts requested (owned equipment or sub-contractor equipment inventory).
- Contractor must maintain minimum insurance requirements, satisfy bonding requirements, provide financial statements, and demonstrate proof of credit capacity.
- Proposers must be capable of performing the various items of work proposed upon.
- Proposers may be required to furnish a statement of their financial resources as may be deemed necessary and to show that they have not failed to carry out all previous contracts.

Plaquemines Parish reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy Plaquemines Parish that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.

1.3 Schedule

While it is the Parish's intent to strictly adhere to the following schedule, modifications may be required. Adjustments will be communicated in an addendum if necessary. All times listed below are in Central Time (CT).

Task	Date	Time
Public Advertisement	May 31, 2022	N/A
Question Deadline	June 13, 2022	12:00 PM
Proposal Submission Deadline	June 17, 2022	10:00 AM

1.4 Point of Contact

All communication concerning this RFP should be issued in writing, contain the RFP number (RFP # 22-11-06) in the subject line, and be directed solely to the point of contact at the email address below. To ensure Contractors receive all relevant communications pertaining to this RFP, Contractors are encouraged to submit an email with a request to be included on the interested parties list

Plaquemines Parish Government
Attention: Ken Dugas, Chief Engineer
Engineering & Public Works Department
333 F. Edward Hebert Blvd., Bldg. 500
Belle Chasse, LA 70037

O: (504) 934-6115
kdugas@ppgov.net

1.5 Contract Term and Renewal

It is the intend of the Parish to secure a contract for a one (1) year (12 months) term. Contracts with active task orders may be extended beyond the 12-month term to allow for the completion of designated tasks.

This contract may be extended for a period of an additional one (1) year (12 months) term provided both Contractor and Owner are in agreement to hold firm the accepted contract prices as set out originally in this contract. Should the Contractor and the Owner not agree to extend the Contract, then the Parish will let a new contract

Plaquemines Parish Government will only pay for such items and in such quantities as needed from the prices shown on the proposal form herein with all prices and all terms relative to the labor, tools, equipment, and materials necessary to carry out the performance of the work to remain the same as set out originally in this contract.

1.6 Bond Requirements

The Contractor receiving the award shall, upon issuance of a Notice to Proceed or execution of a Task Order for the work to be performed, furnish Performance and Payment Bonds in the amounts equal to the value of the Contract price. The bonds must be properly executed and provided to the Parish before starting any work. The bonds shall be executed by a surety company authorized to do business within the State of Louisiana and approved by the Plaquemines parish Government per the general conditions. The bonds shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the contract.

Since this Contract is a Pre-position Emergency Contract, the Contractor affirms that it has sufficient bonding capacity and that, in the face of a major disaster, it has the ability to obtain all required bonds needed to cover the extensive Emergency work which may be required, and which work must be initiated almost immediately.

For Contracts of Task Orders of less than five million dollars (\$5,000,000.00) in value, the Contractor may offer bonds equal to or exceeding the proposal at the time of execution of the contract, or with personal guarantees from the proposer's principals and statements of net worth, and/or any letter of guaranty from a bank or financial institution with a statement of net worth.

The bond must meet the requirements of the Louisiana Public Works Act.

1.7 Financial Capability

The respondent shall furnish a Letter of Commitment from a Bonding Agency or Surety that will guarantee issuance of Performance and Payment Bond. The letter should include a statement confirming the Contractor's bonding limits are equal to or greater than three (3) million dollars.

All Contractors shall supply a financial statement for each of the past two (2) years. A third party prepared financial statement is acceptable if audited statements are not available. Any such third-party statement shall be signed and certified by the third party Certified Public Accountant (CPA).

Contractors must provide a letter from their financial institution establishing their access to financing should it be needed for this project. The Parish requires Contractors to maintain access to one (1) million dollars in credit for this project.

1.8 Insurance Requirements

Within seven (7) days of contract execution the Contractor must provide the Parish with insurance certificates to include coverage for the following:

- Worker's Compensation/Employers' Liability Insurance in at least the limits as required by LA Revised Statute (RS) -TITLE 23. LABOR AND WORKER'S COMPENSATION.
- Comprehensive General Liability Insurance, including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000.00/\$3,000,000.
- Comprehensive Automobile and Truck Liability, covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000.00/\$3,000,000. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

- Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the Parish by certified mail Contractor shall also notify the Parish, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
- Companies issuing the insurance policy, or policies, shall have no recourse against the Parish for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the Contractor.
- The term "Parish" shall include all Authorities, Boards, Bureaus, Commissions, Councils, Divisions, Departments, and Offices of the Parish and individual members, employees thereof in their official capacities, and/or while acting on behalf of the Parish.
- The Parish shall be endorsed to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the Parish to any such future coverage, or to the Parish's Self-Insured Retention's of whatever nature.

Contractor hereby waives subrogation rights for loss or damage against the Parish.

1.9 Irrevocable Offer

Contractor commits that a proposal offered in response to this solicitation guarantees a firm and irrevocable offer for a period of thirty (30) days from date of submission deadline. This period may be extended by the Parish as necessary to facilitate contract award. Contractors may submit a written request to withdrawal their proposals prior to the submission deadline or after the thirty (30) day irrevocable offer period expires otherwise the proposal shall remain firm until an award is announced.

1.10 Conflict of Interest

Contractor confirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

1.11 Disadvantaged and Small Business Enterprises

The Parish is committed to fostering the development and economic growth of small and disadvantaged business enterprises. To this end, the participation by small and disadvantaged business enterprises in this solicitation as both prime contractors and subcontractors is encouraged. Minority and women's business enterprises are solicited to submit a proposal as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All firms submitting a proposal MUST make positive efforts to use small and minority owned business and women business enterprises. See 2 C. F. R. §200.321 *Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.*

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- Affirmative steps MUST include:
 - Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Documentation of compliance with the affirmative steps will be required prior to execution of any contract awarded.

1.12 Provisions for Federally Assisted Projects

FEMA and other Federal agencies provide disaster-related assistance through various financial assistance programs. These programs generally require compliance with one or more applicable laws including laws that govern procurement procedures. Section 5.0 of this RFP includes the required provisions pertaining to this solicitation.

Section 2.0 – Procurement Process and Proposal Requirements

This section includes general instructions designed to ensure all Contractors understand the procurement process for this RFP and develop proposals in a format acceptable to the Parish.

2.1 Question Submission

Contractors are encouraged to submit questions or requests for clarification to ensure a full understanding of the proposal requirements and the scope of services requested. Questions must be directed to the point of contact identified in Section 1.4 and in adherence with the schedule outlined in Section 1.3.

2.2 Addenda

If the Parish finds it necessary to supplement, clarify, or modify any portion of this RFP, a written addendum will be issued to interested parties and incorporated into the bidding docs. It is the Contractor's responsibility to ensure they have received any and all addenda that may be issued.

2.3 Reserved Rights

The Parish reserves the right to accept or reject all proposals, with or without cause, when doing so is perceived in the best interest of the Parish. The Parish reserves the right to waive technicalities or request additional information or clarification from Contractors. The Parish reserves the right to accept the proposal which, in its sole judgement, best serves the interest of the Parish. This RFP does not constitute a guarantee from the Parish.

2.4 Contract

It is the intent of the Parish to award one or more contracts to the Contractor(s) that are deemed responsive and best serve the interest of the Parish. Contractors must be willing to accept the terms and conditions contained within.

2.5 Evaluation Criteria

An evaluation committee, made up of Plaquemines Parish Government employees, shall review and evaluate all submittals. The evaluation committee will only review the response to the RFP for selection of finalists. It is therefore important that proposers emphasize specific information pertinent to the work. It is recommended that all proposals clearly address the below evaluation criteria.

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

Step II: The evaluation criteria define the factors that will be used by the evaluation committee to evaluate and score responsible and qualified proposals. Proposers shall include sufficient information to allow the evaluation committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by the evaluation committee. The contract will be awarded to one or more qualified contractors per the evaluation criteria listed below:

Qualifications of the Contractor

.....30%

- Number of years of experience in relevant business area
- Number of similar emergency projects
- Background in handling similar size projects
- Degree of experience in all areas of emergency response, management, and recovery
- Experience with FEMA reimbursement programs and funding issues
- Proof of satisfactory or better performance on contracts of similar scope and size

Qualifications of Staff

.....20%

- Assurance of dedicated project team
- Experience of key team members in area identified under experience of prospective contractor
- Affirmative Action of prospective contractor
- Education and experience of prospective contractor personnel

Work Plan

.....20%

- Availability of crews to provide services immediately
- Detailed Deployment Plan of how work will be performed
- Invoicing program
- History of satisfactory payment procedures of subcontractors
- Availability, capacity, and adequate resources to fulfill the proposed scope of work

Price

.....30%

- Pricing schedule will be evaluated for reasonableness
- All line items must be priced exactly as quoted within the RFP

regardless of any alternates which may be proposed

Step III: Plaquemines Parish's Director of Emergency Preparedness will contact the Proposer that best meets Plaquemines Parish's needs (based on factors evaluated in Step II) and attempt to negotiate a contract that is deemed acceptable by both parties.

2.6 Submission Requirements

Proposal forms must be filled out in ink or typed on the proposal form provided. Proposer shall submit proposals in three (3) complete hard copies, and (1) complete digital copy. Illegibility or ambiguity may constitute justification for rejection of the proposal. Envelopes containing proposals shall be properly addressed and sealed. Contractor's License Number shall be shown on the outside of the sealed proposal. An Asbestos License by the Prime Contractor shall not be required. If asbestos services are required, Contractor shall provide a Subcontractor with these qualifications.

It is the desire of the Plaquemines Parish Government to increase the participation of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in its contracting and procurement programs. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP.

2.7 Preparation Costs

All costs associated with the development, production, and delivery of Contractor proposals are solely those of the Contractor. The Parish will not reimburse any Contractor for expenses incurred during this procurement process. The Contractor also agrees that the Parish bears no responsibility for any costs associated with administrative or judicial proceedings resulting from this solicitation process.

2.8 Proposal Layout

Contractors are required to follow the proposal layout defined below to enable ease review and evaluation consistency. Deviation from this format may cause proposals to be deemed nonresponsive.

- **Executive Summary/Letter** – Provide a brief introduction to the Contractor, a summary of their proposal, and the Contractor's primary point of contact and authorized signatory. (2-page limit)
- **Table of Contents** – Provide a table of contents that identifies each section of the proposal and the corresponding page numbers. (1-page limit)
- **Section 1. Firm Qualifications and References** – Provide evidence that the Contractor meets the minimum qualifications identified in Section 1.2 and include a minimum of two (2) references from clients whom the Contractor has provided similar services in the past. Include the name of the client, contact information, contract term and value, services provided, and the amount of debris/debris types collected. (10-page limit)

- **Section 2. Past Project Experience** – Provide a detailed summary of similar projects performed in the past. Include the name of the client, the event/FEMA declaration, and a detailed description of the services provided. (15-page limit)
- **Section 3. Key Personnel** – Provide an organization chart and resumes for all key project personnel. This should include at a minimum the Project Manager, Operations Manager(s), Field Supervisors, crew leader, loading monitors, dump site monitors, and key sub-contractor personnel. (20-page limit)
- **Section 4. Project Understanding and Approach** – Provide a comprehensive understanding of the services required and the Contractor’s means and methods for providing these services. Provide an approved OSHA safety plan. One copy of the Safety Plan shall be provided within three (3) working days of contract award. Plan outlining hurricane preparedness and any necessary procedures required to protect equipment, public and private property, and the integrity of the levee system the contractor is presently working on (25-page limit)
- **Section 5. Cost Proposal** – Complete fee schedule. If additional roles/rates are included Contractor must provide a description of the roles responsibilities. (Form provided)
- **Section 6. Required Forms** – Complete and include each of the required forms:
 - Byrd Anti-Lobbying Amendment Certification
 - Drug Free Workplace Certification
 - Equal Employment Opportunity Certification
 - Non-Collusion Oath
 - Good Faith Affidavit
 - Proof of Insurance (Contractor provided)
 - Proof of Bonding Capacity (Contractor provided)
 - Proof of Credit Capacity (Contractor provided)
 - Financial Statements (Contractor provided)

2.9 Assertion of Contractor Confidentiality

Contractors that desire to keep supplied information confidential must assert proprietary, trade secret, intellectual property, or otherwise confidential claims specific to those sections or subsections of their proposal. Contractors must provide statutory citation(s) supporting their claim of confidentiality. Simply identifying the entire proposal as confidential may be grounds for disqualification.

Section 3.0 – Scope of Services

The Plaquemines Parish Department of Engineering & Public Works requests proposals for the purpose of providing services and resources in support of emergency operations regardless of and in spite of the cause (natural, man-made, or technological). This contract will take effect upon Declaration of Emergency by the Plaquemines Parish President and the direct tasking by the Emergency Operations Center and will cease at the discretion of the Emergency Operations Center. These proposals must demonstrate the capacity to expand services to span Type 1 –Type 5 Incidents impacting Plaquemines.

The Contractor shall provide all equipment, labor, and material for work as specified herein and in the Work Order(s). The Contractor shall provide all labor and materials necessary to fully operate and maintain all equipment under this contract. The Contractor shall provide sufficient management, administration, supervision and safety and quality controls to assure the safety, quality, completeness, and timely progress of the work. The Contractor will conduct the work so as not to interfere with other disaster response and recovery activities of federal, state, and local governments or agencies or any public utilities. The Contractor shall be capable of providing multiple crews to work in several locations at one time, including simultaneous work with multiple crews on both the East and West bank of the Parish. The Contractor shall remove all dirt, mud, debris, etc. from areas impacted during this work, including, but not limited to roadways and levees. If the Parish ascertains that additional crews are needed to complete the work as scheduled, the Contractor shall comply with the Parish's request for additional crews.

3.1 General

Plaquemines Parish is seeking Request for Proposals for pre-position contracts for disaster services related to Levee Maintenance and preparations as a direct result of a major storm/disaster event. The Department of Engineering and Public Works will accept proposals from qualified contractors with experience in earthwork and emergency preparedness. This RFP is for providing rip rap, sand, clay material, and Limestone (traffic maintenance aggregate) and installing it on or along levees on the East and West Bank of Plaquemines Parish, as directed by Parish, as well as to provide the material mentioned and install it in areas designated by PPG for Emergency Access. All Plaquemines Parish levees could be considered for work sites under the emergency contract. **The focus of this proposal request is for a land-based operation.**

The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal Forms provided in Section 4.

3.2 Damage

The Contractor shall immediately repair and/or clean all roadways, sidewalk, levees, canal banks, utilities, pipelines, drainage structures and other features that are damaged by Contractor operations.

This will include re-sloping damaged surfaces to original grade, at no cost to the Parish. The Contractor shall hold forever harmless Plaquemines Parish Government, its elected officials, agencies, boards and commissions, employees, its contractors, representatives, servants and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Contractor, its employees, representatives, and/or subcontractors in the performance of work under this contract and further from claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by such regulatory authorities.

The Owner may also direct the contractor to add additional crews, as necessary.

The contractor must operate during daylight hours and be prepared, at the request of the parish, to work (24) twenty-four hours a day for (7) seven days a week. The contractor shall provide any and all necessary equipment needed to work during night operations at no additional cost to the Parish, unless otherwise noted.

The contractor's personnel and visitors must meet all OSHA personal protection equipment and standard operation regulations for general construction and maritime. Refer to section 3.01 Contractor Safety Plan

3.3 Mobilization and Demobilization

Mobilization shall consist of all preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to and from the project sites, installing and maintaining temporary roads and drainage structures needed to access the project sites, the costs of bonds, required insurance and all other pre and post construction expenses necessary to perform this work. It shall be noted such expenses are the sole responsibility of the Contractor and are not reimbursable.

3.4 Services

The Contractor shall provide all management, supervision, labor, and equipment necessary to complete the work identified in the work orders. No explosives will be permitted.

- A. The Contractor is responsible to document all pre-existing damage.
- B. Crew size, composition and any certifications shall be submitted to the Parish for review and/or approval.
- C. Levee Maintenance operations cannot commence without a QA/QC monitor representative present.

The Contractor is responsible for ensuring traffic safety in all work areas in accordance with the most stringent Parish, LADOTD, FEMA, and OSHA Rules and Regulations. Flag persons, spotters, temporary signage, or other approved means shall be provided by the Contractor as needed to comply with the above requirement.

3.5 Environmental Protection, Historic Preservation, Protection of Property and Restoration

For the purpose of this contract, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during execution of this contract.

Environmental protection requires consideration of air, water and land and involves noise and solid waste management, as well as other pollutants. The Contractor and its subcontractors shall incorporate appropriate measures to manage environmental pollution arising from the sandbagging activities in performance of this contract. Trucks will have their loads covered with tarps during transport. Sandbags shall not be stockpiled along any ROWs (unless approved by Parish or QA/QC personnel).

HISTORICAL AND ARCHAEOLOGICAL CONCERNS OR RESOURCES

The Contractor shall not remove or disturb any historical, archeological, architectural, or cultural

artifacts relic remains or objects. All items having any apparent historical or archeological interests that are discovered shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and immediately report to:

- A. QA/QC Monitor
- B. State Historic Preservation Officer

HAZARDOUS AND SENSITIVE MATERIALS

A. The Contractor shall not remove or disturb any human remains if human remains are encountered at a site during work activities, all work at that site shall be stopped. The Contractor shall immediately notify:

- 1. QA/QC Monitor
- 2. Local Law Enforcement
- 3. Local Government Officials

B. If the Contractor encounters animal remains, the remains shall be secured onsite, and work may continue. The Contractor shall immediately notify:

- 1. QA/QC Monitor
 - 2. Local Government Officials
- Pre-Position Emergency Contract for
Levee Maintenance

C. If the Contractor encounters ammunition, weapons, or explosives on site or during sandbagging/cleanup activities, all work shall be stopped in the adjacent area. Work may continue in other areas on site. The Contractor shall immediately notify:

- 1. QA/QC Monitor
- 2. Local Law Enforcement
- 3. Local Government Officials

D. If the Contractor encounters valuables, such items shall be secured onsite, and work may continue. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value. Under no circumstance shall Contractor employees keep any found items for souvenirs or other uses. The Contractor shall immediately notify:

- 1. QA/QC Monitor
- 2. Local Government Officials

3.6 Invoicing Requirements

Measurement of supplied material shall be unit prices by the cubic yard in place. The QA/QC Monitor shall determine the total quantity of cubic yards utilized. The quantity determined at each location by the QA/QC monitor shall be the amount for which the contractor is paid. Measurement of other bid items will be determined by each unit in accordance with the unit prices listed in the Proposal Form.

Invoices shall be submitted weekly.

1. Cover sheet with total of cubic yards billed by category.
2. Date
3. Contractors Name
4. Subcontractor Name and Crew ID
5. Loading Point (Address or GPS)
6. Unloading Point (Address or GPS)
7. Actual Volume of Material
8. Structure Condition & Classification
9. Activity logs for equipment (if applicable)
10. Lien Waiver for sub-contractors if used.
11. Photos/ Supporting Documentation

3.7 Contractor's License / Bonding Requirements

The Contractor receiving the award shall, upon issuance of a Notice to Proceed or execution of a Task Order for the work to be performed, furnish Performance and Payment Bonds in the amounts equal to the value of the Contract price. The bonds must be properly executed and provided to the Parish before starting any work. The bonds shall be executed by a surety company authorized to do business within the State of Louisiana and approved by the Plaquemines parish Government per the general conditions. The bonds shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the contract.

Since this Contract is a Pre-position Emergency Contract, the Contractor affirms that it has sufficient bonding capacity and that, in the face of a major disaster, it has the ability to obtain all required bonds needed to cover the extensive Emergency work which may be required, and which work must be initiated almost immediately.

For Contracts of Task Orders of less than five million dollars (\$5,000,000.00) in value, the Contractor may offer bonds equal to or exceeding the proposal at the time of execution of the contract, or with personal guarantees from the proposer's principals and statements of net worth, and/or any letter of guaranty from a bank or financial institution with a statement of net worth.

A copy of the proposed bond form is attached, but in any event the bond must meet the requirements of the Louisiana Public Works Act.

Section 4.0 – Cost Proposal

The Cost Proposal contains tasks the Parish has identified as necessary to fully perform the scope of services required. Rates provided are understood to be fully burdened, to encompass all costs associated with providing the required services including operating costs, overhead, and profit. If there is no charge for a service, the Contractor should place \$0.00 in the applicable Unit Price field. The cost proposal will be scored by the evaluation committee and used to rank competing proposal prices. The Parish reserves the right to amend the compensation schedule to meet project requirements that may not be evident at the time of this solicitation.

The designated areas shall be located within the areas listed below. The Parish shall determine the actual locations and quantities prior to transporting the materials. All labor, material, and equipment for project, including transportation and distributing material on site shall be included with this item's cubic yard price.

Proposal shall include the following items, at a minimum, additional items will be evaluated in the review process.

Plaquemines Parish Government
Office of Engineering & Public Works
333 F. Edward Hebert Blvd., Bldg. 500
Belle Chasse, LA 70037
PROPOSAL FORM
DATE
Pre-Position Emergency Contract Proposal For
Levee Maintenance and Emergency Access Roads
Plaquemines Parish (parish wide), Louisiana
Parish Project No. 22-11-06
Name of Contractor: _____
Address of Contractor: _____
City, State, Zip: _____
Telephone Number: _____
Authorized Signature: _____
Printed Name: _____ Title: _____
Date: _____ Louisiana Contractor's License No.: _____

Acknowledge Addenda Received:

FEE SCHEDULE				
		Description	Unit	Unit Cost
Limestone (Traffic Maintenance Aggregate - Vehicular Measure)				
1	1a	Belle Chasse to Myrtle Grove	CY	
	1b	South of Myrtle Grove to Port Sulphur	CY	
	1c	South of Port Sulphur to Buras	CY	
	1d	South of Buras to Venice	CY	
	1e	Braithwaite to White Ditch	CY	
	1f	White Ditch to Pointe-a-la-Hache	CY	
Sand (Vehicular Measure)				
2	2a	Belle Chasse to Myrtle Grove	CY	
	2b	South of Myrtle Grove to Port Sulphur	CY	
	2c	South of Port Sulphur to Buras	CY	
	2d	South of Buras to Venice	CY	
	2e	Braithwaite to White Ditch	CY	
	2f	White Ditch to Pointe-a-la-Hache	CY	
Clay Material (Vehicular Measure)				
3	3a	Belle Chasse to Myrtle Grove	CY	
	3b	South of Myrtle Grove to Port Sulphur	CY	
	3c	South of Port Sulphur to Buras	CY	
	3d	South of Buras to Venice	CY	
	3e	Braithwaite to White Ditch	CY	
	3f	White Ditch to Pointe-a-la-Hache	CY	
Rip Rap (Vehicular Measure)				
4	4a	Belle Chasse to Myrtle Grove	CY	
	4b	South of Myrtle Grove to Port Sulphur	CY	
	4c	South of Port Sulphur to Buras	CY	
	4d	South of Buras to Venice	CY	
	4e	Braithwaite to White Ditch	CY	
	4f	White Ditch to Pointe-a-la-Hache	CY	
Light Plant				
5	5a	Portable Light Plant	DAY	

Section 5.0 – Required FEMA Provisions

This section includes provisions required for FEMA related projects and is included in the contract documents through incorporation in this RFP.

5.1 Equal Employment Opportunity

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5.2 Davis-Bacon and Copeland Anti-Kickback Act

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

5.3 Contract Work Hours and Safety Standards Act

Where applicable, 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 (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages

of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

5.4 Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non–Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5.5 Debarment and Suspension [Executive Orders 12549 and 12689]

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.6 Byrd Anti-Lobbying Amendment

Contractors that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

5.7 Procurement of Recovered Materials

A non–Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5.8 Contractual Provisions

(a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

5.9 Prohibition on Certain Telecommunications and Certain Video Surveillance Services or Equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

5.10 Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1)

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.11 Rights to Inventions Made Under a Contract or Agreement

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Section 6.0 – Required Forms

This section includes forms that must be completed and submitted with the Contractor's proposal. Each form should be completed accurately and in its entirety. Contractors that require clarification may submit a written request to the POC identified in Section 1.4. Contractors should also include their financial statements and proof of insurance, credit, and bonding capacity in this section.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ 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, [Company] _____, 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

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Contractor CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Parish requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

NON-COLLUSION OATH

STATE OF _____

COUNTY OF _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared: _____ and made oath that the Contractor herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract.

Affiant Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
20_____, by _____.

Signature of Notary Public

[STAMP HERE]

State of

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

GOOD FAITH AFFIDAVIT

STATE OF _____

COUNTY OF _____

I hereby propose to provide the services requested in the Parish's RFP and, if awarded, enter into a contract with the Parish. I agree that the terms and conditions of the Parish's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP. I acknowledge that the Parish may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Contractor or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of the Parish or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Affiant Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

20_____, by _____.

Signature of Notary Public

[STAMP HERE]

State of

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

LABOR AND MATERIAL BOND

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, all held and firmly bound unto the Parish of Plaquemines hereinafter called Owner, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ of _____, 20__, a copy of which is hereto attached and made part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly pay to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this _____ day of _____, 20__.

Pre-Position Emergency Contract for
Levee Maintenance

ATTEST:

_____ Principal

BY: _____

ADDRESS: _____

(SEAL)

Witness at to Principal

Address

ATTEST:

_____ Surety

BY: _____
Attorney-in-Fact

ADDRESS: _____

(SEAL)

_____ Address

NOTE: DATE OF BOND must not be prior to date of Contract:

- 1. Correct Name of Contractor**
- 2. A Corporation, A Partnership, or an Individual.**
- 3. Correct Name of Surety.**