

# Livingston Parish Public Schools

## Excellence in Education!

13909 Florida Boulevard  
P.O. Box 1130  
Livingston, Louisiana 70754-1130  
Phone: (225) 686-7044 Fax: (225) 686-3052 Website: [www.lpsb.org](http://www.lpsb.org)

**Alan "Joe" Murphy**  
*Superintendent*

**Jody Purvis**  
*Assistant Superintendent*

**Bruce Chaffin**  
*Assistant Superintendent*

### INVITATION TO BID

Sealed bids will be received by Livingston Parish Public Schools, Livingston, Louisiana, until 2:00 PM, Thursday, April 18, 2024, at which time bids will be opened and publicly read for the following:

Bid No. 24:01: 2024-2025 Custodial Supplies

Bids must be on the form provided. Forms and other information may be obtained from Livingston Parish Public Schools (LPPS), 13909 Florida Boulevard, Post Office Box 1130, Livingston, Louisiana 70754, (225) 686-4224, and from the LPPS website:

[https://www.lpsb.org/our\\_district/departments/business\\_department/purchasing\\_information](https://www.lpsb.org/our_district/departments/business_department/purchasing_information)

Furthermore, official bid documents are available at Central Bidding. Electronic bids are accepted at Central Bidding and can be accessed at [www.centralbidding.com](http://www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at (225) 810-4814.

Awards will not be made on the date of the bid opening, but will be awarded by the School Board at a later meeting.

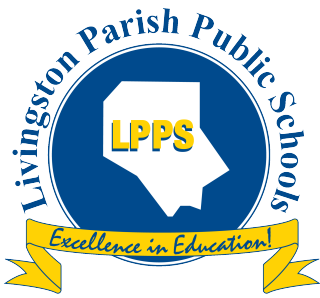
Subject to the provisions of R.S. 38:2214, Livingston Parish Public Schools reserves the right to reject any and all bids for just cause.

LIVINGSTON PARISH PUBLIC SCHOOLS

**Alan "Joe" Murphy, Superintendent**

#### Advertisement Dates

03/14/2024  
03/21/2024



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## INVITATION TO BID

Sealed bids will be received by Livingston Parish Public Schools, Livingston, Louisiana, until 2:00 PM., Thursday, April 18, 2024, at which time bids will be opened and publicly read for the following:

Bid No. 24-02: 2024 – 2025 Food Service Disposables (Warehouse Stock)

Bids must be on the form provided. Forms and other information may be obtained from Livingston Parish Public Schools (LPPS), 13909 Florida Boulevard, Post Office Box 1130, Livingston, Louisiana 70754, (225) 686-4224, and from the LPPS website:

[https://www.lpsb.org/our\\_district/departments/business\\_department/purchasing\\_information](https://www.lpsb.org/our_district/departments/business_department/purchasing_information)

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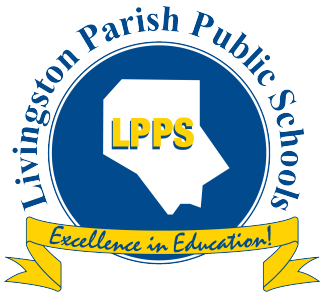
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*Assistant Superintendent*

## INVITATION TO BID

Sealed bids will be received by Livingston Parish Public Schools, Livingston, Louisiana, until 10:00 A.M., Thursday, April 18, 2024, at which time bids will be opened and publicly read for the following:

- **RFP No. 24-06: Third Party Administrator for Claims Services**

Bids must be on the form provided. Forms and other information may be obtained from Livingston Parish Public Schools (LPPS), 13909 Florida Boulevard, Post Office Box 1130, Livingston, Louisiana 70754, (225) 686-4224, and from the LPPS website:

[https://www.lpsb.org/our\\_district/departments/business\\_department/purchasing\\_information](https://www.lpsb.org/our_district/departments/business_department/purchasing_information)

Furthermore, official bid documents are available at Central Bidding. Electronic bids are accepted at Central Bidding and can be accessed at [www.centralbidding.com](http://www.centralbidding.com). For questions related to the electronic bidding process, please call Central Bidding at (225) 810-4814.

Awards will not be made on the date of the bid opening, but will be awarded by the School Board at a later meeting.

Subject to the provisions of R.S. 38:2214, Livingston Parish Public Schools reserves the right to reject any and all bids for just cause.

LIVINGSTON PARISH PUBLIC SCHOOLS

**Alan "Joe" Murphy, Superintendent**

Advertisement Dates

03/14/2024  
03/21/2024

**INVITATION TO BID**

Livingston Parish Sewer District (LPSD) is receiving sealed written bids from qualified vendors to provide public works Materials and Services for

**LIVINGSTON PARISH SEWER DISTRICT SANITARY SEWER FORCE MAIN  
FROM BELMONT SUBDIVISION TO JUBAN PARC SUBDIVISION  
- ALONG BROWN ROAD AND JOE MAY ROAD -**

Sealed Bids will be received at LPSD office located at **8437 Lockhart Road, Denham Springs, LA. 70726**, until **Thursday, April 11, 2024 at 2:00 pm.**

At which time bids will be opened and publicly read aloud. Bids received after the above time will be returned unopened. Complete bidding documents may be obtained from the office of **Alvin Fairburn & Associates, Inc., 1289 DEL ESTE AVENUE, Denham Springs, Louisiana** upon payment of **\$75.00** per set. Deposits on first set of documents furnished to General Contractors who bid the project will be fully refunded upon return of the documents in good condition no later than ten days after receipt of bids. On other sets of documents one-half (1/2) the deposit will be refunded upon return of the documents in good condition no later than ten (10) days after receipt of bids. An additional non-refundable charge of \$50.00 per set will be charged if plans and specifications are mailed.

A **MANDATORY PRE-BID MEETING** will be held at Fairburn Building located at 1289 Del Este Avenue, Denham Springs, Louisiana on **Monday, April 1, 2024 @ 9:00 a.m.** LA RS38: 2212 (I) rules apply.

At which time bids will be opened and publicly read aloud. Bids received after the above time will be returned unopened. Complete bidding documents may be obtained from the office of **Alvin Fairburn & Associates, LLC., 1289 DEL ESTE AVENUE, Denham Springs, Louisiana.**

The **Contract** will be awarded to the lowest, responsible, responsive bidder.

The **Livingston Parish Sewer District** reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212 (A) (1) (b), the provisions and requirements of this section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

**Equal Employment Opportunity (EEQ) Statement** – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. All Bidders on this project will be required to comply with the President’s Executive Order No. 11246, as amended.

<b>ADVERTISE:</b>		<b>LIVINGSTON PARISH SEWER DISTRICT</b>
<b>THURSDAY</b>	<b>March 14, 2024</b>	
<b>THURSDAY</b>	<b>March 21, 2024</b>	
<b>WEDNESDAY</b>	<b>March 28, 2024</b>	

**MAYOR**  
Jimmy Watson

**CITY ATTORNEY**  
Bobby King

**CHIEF OF  
OPERATIONS**  
Jamie Etheridge

**CITY CLERK**  
Tammy Payton



**MAYOR PRO TEM**  
Scarlett Milton Major

**COUNCIL**  
David Clark  
Eric Cook  
Gary Griffin  
Scarlett Milton Major  
Richard Wales

March 03, 2024

## **PUBLIC HEARING MEETING**

**The City of Walker will hold a Planning meeting on March 18, 2024 at 6:00 pm at the Walker City Hall located at 13600 Aydell Lane, Walker, LA 70785 will discuss the following agenda item:**

- 1. PUBLIC HEARING REQUEST FOR CONSTRUCTION OF DOLLAR GENERAL TO BE LOCATED AT 9666 FLORIDA BLVD WALKER, LA 70785 FOR DORSEY DEVELOPMENT.**
- 2. PUBLIC HEARING REQUEST FOR CONSTRUCTION OF BOUCANIERE CAFÉ TO BE LOCATED AT 10020 FLORIDA BLVD WALKER, LA 70785 FOR MR. ROGER RUSHING.**
- 3. PUBLIC HEARING REQUEST FOR VARIANCE FOR DUST FREE GRAVEL FOR BOUCANIERE CAFÉ TO BE LOCATED AT 10020 FLORIDA BLVD WALKER, LA 70785 FOR MR. ROGER RUSHING.**

10136 Florida Boulevard Walker, Louisiana 70785  
P.O. Box 217 Walker, Louisiana 70785  
[225] 665-4356  
www.walker.la.us

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**REQUEST FOR PROPOSAL**

**FOR**

**2024 STANDBY CONTRACT FOR**

**DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICES**

Issued By: **City of Walker**  
**Mayor Jimmy Watson**  
**13600 Aydell Lane**  
**P.O. Box 217**  
**Walker, LA 70785**  
**225-665-4356 (office)**  
**225-664-0140 (fax)**

Date of Issue: March 14, 2024

Due Date/Time for Receipt of Proposals: **April 18, 2024 by 11:00 a.m.**



To: All Proposers

From: **Jimmy Watson**  
Title: **Mayor**

Tel: **225-665-4356**

Re: Request for Proposal for Disaster Debris Monitoring and Management Services

Enclosed is a Request for Proposal (RFP)/Solicitation for a Disaster Debris Monitoring and Management Services in the event of a natural or man-made catastrophe.

Our community is subject to the ravages of such disasters and catastrophes. Therefore, as set forth by FEMA, each community should be prepared in advance for such an occurrence. One step in this process is to contract with qualified firms for them to be on standby to assist immediately in the Response, Logistics, and/or Recovery from any such disaster.

We are therefore soliciting proposals from experienced disaster management and emergency response firms for Disaster Debris Monitoring and Management Services. This solicitation contains detailed requirements and directions. Please follow them very closely. Failure to follow these directions, provide the required attachments, or submit the proposal in the required format, may lead to disqualification.

Proposers shall be judged on multiple criteria, not primarily on price, and the firm or firms found to be the most qualified and in the Owner's best interest shall be selected. Minority, women-owned, and small disadvantaged businesses are encouraged to participate. Please note this time and date

We appreciate each firm's interest and attention to this matter.

Sincerely,

***J. Watson***

Jimmy Watson  
Mayor

*This letter is sent as a cover letter for the Request for Proposal*





**REQUEST FOR PROPOSAL**

**STANDBY CONTRACT FOR**

**DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICE**

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**REQUEST FOR PROPOSAL**

## **DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICE**

### **1. OBJECTIVE:**

It is the intent of the Owner to obtain proposals from qualified firms to establish a Standby Contract for Disaster Debris Monitoring and Management Services. These services will not be authorized until such time as a Notice to Proceed has been issued; typically, in response to a natural or man-made disaster.

### **2. DEFINITIONS:** Whenever, in these Instructions, the terms defined in the Contract are used (or pronouns used in their place), the intent and meaning of such terms shall be interpreted as indicated in the Contract.

In addition, the following definitions shall apply:

- A. Proposal** means an executed formal document submitted to the Owner stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the Request for Proposal.
- B. Contract** means the Agreement between the successful Contractor(s) and the Owner in the form attached and included in this RFP Document.

Goods, consultant services, and/or services, as applicable, mean: this STANDBY CONTRACT for Disaster Debris Monitoring and Management Services

- C. RFP Documents** means this entire RFP DOCUMENT, all attachments, instructions to Proposers and any addendums issued prior to the date and time of submittal of the Proposals.
- D. Contractor or Prospective Contractor or Proposer** means any person or firm having a contract with or proposing to the Owner as a result of this RFP.

### **3.**

**ITEMS INCLUDED WITH REQUEST FOR PROPOSAL:**

Cover Sheet, Owners Proposal Letter, Request for Proposal  
Scope of work  
Pricing Schedule  
Sample Prospective Contractors Proposal Letter

**4. SUBMISSION OF PROPOSAL:**

- A. SUBMITTAL: Proposals shall be enclosed in an opaque sealed envelope or package, addressed to the Owner. The name and address of the prospective Contractor, the date and hour of the proposal submittal, and the title “Request for Proposals for Disaster Debris Monitoring and Management Services” RFP shall be placed on the outside of the envelope. All items required for a responsive Proposal shall be included. It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time.
- B. EXAMINATION OF RFP DOCUMENTS: It is the responsibility of each Proposer before submitting a Proposal, to: a) Examine the RFP documents thoroughly; and b) Consider and comply with all federal, state and local laws and regulations, and local conditions that may affect cost, progress, or performance of the project.
- C. FORMAT: Proposals must follow the format of the RFP and be structured so as to follow the required sequence. Each Contractor shall submit seven (7) complete sets of the proposal (one hard copy marked “Original” and six (6) marked “Copy”) and one electronic copy on a disc or CD. Email copies and fax copies shall not be accepted.
- D. EXPERIENCE: Prospective Contractors must have experience in work of the same or similar nature, be capable of funding such potentially massive work for weeks or longer, must provide a reference list of at least five (5) Government customers for whom they have performed similar services, and must provide all information as specified herein.
- E. EXCEPTIONS: Prospective Contractors are advised that exceptions to any of the terms contained in this RFP must be identified in the response to the RFP. Failure to do so may lead the Owner to declare any such term non-negotiable, and/or may lead to the disqualification of the proposal.
- F. EXPENSES OF PREPARATION: The Owner is not responsible for any expenses which Prospective Contractors may incur in preparing and submitting proposals called for in this Request for Proposal.
- G. INTERVIEWS: The Owner reserves the right to conduct personal interviews or require presentations from any or all prospective Contractors prior to selection. The Owner will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

- H. MODIFICATION:** The Owner reserves the right to request that the proposer modify their proposal to more fully meet the needs of the Owner, and/or to more fully describe their proposal.
- I. ADDITIONAL INFORMATION:** The Prospective Contractor shall furnish such additional information as the Owner may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the services and/or recovery operations for several weeks or more. The Owner reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited, to a financial review and a background investigation.
- J. NEGOTIATIONS:** The Owner reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- K. PERIOD OF ELIGIBILITY:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the date of opening.
- L. ALTERNATE PROPOSALS:**
- a. An alternate proposal is viewed by the Owner as a proposal describing an approach to accomplishing the requirements of the Request for Proposals, which differs, from the approach set forth in the solicitation.
  - b. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal but is included within the same proposal package.
  - c. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation.
  - d. The Owner may, during the initial evaluation process, consider all alternate proposals submitted.
- M. ADDENDA:** If it becomes necessary to revise or amend any part of the Request for Proposal, the Owner will furnish the revision by written Addendum to all prospective Contractors who received an original Request for Proposals. It will be the responsibility of the proposer to contact the Owner prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Failure to include signed Addendum with the proposal shall be grounds for rejection of a proposal.
- N. EXECUTION OF CONTRACT:** The Contract between Proposer and Owner shall be in the form of the "Agreement" provided by Owner. The successful Proposer shall assist and cooperate with the Owner in executing the Contract in a timely manner if notified of a successful award by Owner.
- O. TAXES:** Cost of all sales and other taxes for which the Proposer is liable under the Contract shall be included in the Proposal.

**5. PROPOSAL DUE DATE:**

Sealed proposals must be received at the City of Walker no later than 11:00 a.m. on April 18, 2024. Proposals shall be opened by the Evaluation Committee in private. Any awards resulting from an evaluation shall be announced publicly. Proposals received by the Owner after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of their proposals to the location designated for receipt of proposals. Fax Copies and Email Copies shall not be accepted.

**6. PROPOSAL REQUIREMENTS:**

Official Bid Documents are available at Central Bidding ([www.centralbidding.com](http://www.centralbidding.com)). Electronic Bids may be submitted at Central Bidding ([www.centralbidding.com](http://www.centralbidding.com)). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.

Proposals shall include all of the information required by the Request for Proposal, and any additional data that the Prospective Contractor deems pertinent to the understanding and evaluation of the proposal.

Proposals are to be addressed as follows for mail, express delivery, or hand delivery:

Representative:	Kelsey Murray
Title:	Finance
Physical Address:	13600 Aydell Lane Walker, LA 70785
Mailing Address:	P.O. Box 217 Walker, LA 70785

Any questions regarding this RFP shall be posed to Kelsey Murray in writing at the email below or at the above mentioned physical and mailing addresses:

Email:	kelsey.murray@walker-la.gov
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**Proposals shall be organized and sections tabbed in the following order. All Proposals shall include at minimum:**

TITLE PAGE: Show the name of proposer’s firm, address, telephone number, email, name of contact person, date, and the subject: 2018 REQUEST FOR PROPOSAL FOR STANDBY CONTRACT FOR Disaster Debris Monitoring and Management Services.

TABLE OF CONTENTS: Include a clear identification of the material by tab and by page number.

**Tab 1 - Contractor’s Profile and Submittal Letter**

A. Submittal Letter signed by an authorized agent of the Prospective Contractor.

- B. A proposal statement setting forth in detail how the Proposal meets the proposal requirements and evaluation factors.
- C. Organizational structure and locations of business with ownership interests

**Tab 2 – Qualifications**

Provide a description and history of the firm focusing on the following:

- A. Experience in all aspects of emergency management, including response, procurement, operation, planning, contract management, and accounting systems.
- B. Document knowledge and experience with state and local emergency management agencies; state and federal programs; funding sources and reimbursement processes.
- C. Demonstrate detailed experience and expertise pertaining to all aspects of the Scope of Work set forth herein.
- D. Demonstrate knowledge of environmental requirements and regulations.

**Tab 3 - Technical Approach**

- A. Provide a narrative description with an organizational chart outlining the mobilization, operational plans, and structure, services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the Prospective Contractor's intended methods for servicing the requirements of all aspects of the Scope of Work set forth herein.
- B. Include a statement ensuring that the Prospective Contractor will notify the Owner when \$100,000 in total costs is reached and request a meeting to gain approval, with a written notice to proceed, for any further debris removal activities. Without the written approval notice to proceed, all operations will cease at the \$125,000 limit. These actions should continue at each \$100,000 and \$125,000 increment.
- C. Prospective Contractor may offer alternative solutions/options to achieve successful completion of the Scope of Work detailed herein.

**Tab 4 - Reimbursement Process**

- A. Prospective Contractor shall demonstrate their knowledge of and experience with the FEMA reimbursement process; the FEMA initial Damage Estimates; Immediate Needs Funding (INF), the Project Worksheets completion and application process.

**Tab 5 - Key Personnel**

- A. Include a listing of key staff, that will be on site for the duration of the project(s), including resumes for each describing experience, training, and education in the required services. Identify staff experience working with governmental entities and list those projects.
- B. Include an affirmative action plan for all personnel.

**Tab 6 - Proposed Subcontractors**

Include a listing of proposed subcontractors. Delineate those subcontractors who are Disadvantaged Business Enterprises, as defined in 2CFR215.44(b)(1) and 44CFR13.36(c), and such other minority, woman-owned, and small business enterprises.

**Tab 7 - Pricing Schedule**

- A. Each Prospective Contractor must complete, execute, and submit the Proposal Form included herewith.
- B. The Pricing Schedule attached hereto shall be submitted and shall include all costs associated with the performance of the contract including travel and out-of-pocket expenses. The contractor will be responsible for all costs associated with ineligible debris.

**Tab 8 – References**

Contractor shall provide at least five (5) governmental entity references for which the firm has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact name, entity, address, telephone number, e-mail address, and date and term of the contract and at least five letters of reference from previous clients.

**Tab 9 – Insurance**

Attach evidence of required insurance in the amounts indicated. If available, a properly completed ACORD Form is preferable.

**Tab 10- Financial Statements**

All Prospective Contractors shall supply an audited, financial statement for each of the past two years. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third-party certified statement shall be signed and certified by the third party Certified Public Accountant (CPA) and signed and certified as accurate by the Prospective Contractor.

**Tab 11- Addenda**

Contractor is responsible for contacting Owner to identify any Addenda's issued for this Request for Proposal. Any Addenda issued subsequent to the release of this solicitation must be acknowledged by signature of the authorized representative of the Prospective Contractor, and a copy provided in this section.



**Tab 12 – Exceptions**

Include any/all exceptions taken to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation. Any exceptions shall be reviewed by Owner for appropriateness and is only valid if accepted in writing by Owner.

**Tab 13 – Litigation: Prospective Contractors**

Contractors shall provide all judgments entered into against the Prospective Contractor by any Federal, State or Local Courts within the past ten (10) years; any criminal conviction ever issued against the Prospective Contractor or its owners or principals, and all civil, criminal and administrative proceedings pending against the Prospective Contractor at this time.

- 7. **PROPOSAL EVALUATION:** The Owner shall award to the responsive and qualified proposer(s) whose proposal is determined to be the most advantageous to the Owner. Evaluation of proposals shall be based on the evaluation factors set forth in the Request for Proposals and any other relevant information obtained through the evaluation process, and the interviews, if held.
- 8. **EVALUATION CRITERIA:** The evaluation criteria define the factors that will be used by the evaluation committee to evaluate and score responsible and qualified proposals. Prospective contractors 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 an evaluation committee.

Qualifications of the Contractor .....25%

- Number of years of experience in disaster response: company and/or predecessors must have at least 5 years of experience in this field; more preferred
- 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: references and letters of reference must verify successful completion of similar projects
- In house client training capabilities: provide certification of emergency management training

Qualifications of staff .....15%

- Assurance of dedicated project team
- Experience of key team members in area identified under experience of prospective contractor: identify senior and project management
- Affirmative Action of prospective contractor: describe local and minority subcontracting plan
- Education and experience of prospective contractor personnel: provide brief resumes

Technical Approach .....10%

- Experience of prospective contractor in previous similar projects
- Technical approach of the prospective contractor to mobilize and perform the many aspects of the work
- Ability to respond in a timely manner with the necessary resources

Financial Stability .....15%

- Ability of prospective contractor to continue to proceed until funding becomes available
- Previous financial handling of multiple contracts in multiple disasters
- Invoicing program
- History of satisfactory payment procedures of subcontractors

Price .....25%

- Pricing schedule will be evaluated for rationality
- All line items must be priced exactly as quoted within the RFP  
Regardless of any alternates which may be proposed

Technical and Reimbursement Assistance .....10%

- Experience of prospective contractor in relation to tracking, recording, and data processing
- Prospective contractors' knowledge and experience of Federal reimbursement guidelines
- Experience in emergency debris management plan preparation

9. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS** No oral interpretations will be made as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this RFP must be sent in writing (mail, email or fax) to the Owner and received no later than five (5) days prior to the proposal due date. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The Owner will not be responsible for any other explanation or interpretation of the RFP made or given prior to the award of the contract. The Owner will not respond to questions received after the specified deadline.

10. **ORAL PRESENTATION:** An oral presentation of proposal may be requested of any Prospective Contractor at the Evaluation Committee's discretion. Contractors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

11. **WITHDRAWAL OF PROPOSAL:** The Proposal may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged after the date and time for submission of proposals.

12. **ACCEPTANCE/REJECTION:** The Owner reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing contractors, and to waive any informalities, defects, or irregularities in any proposal, and to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the Owner.

13. **ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the Prospective Contractor if no award has been made. If the RFP is not withdrawn at that time, it shall remain in effect until an award is made or the solicitation is cancelled. The Owner reserves the right to request an extension of the period of validity the proposals if the contract has not been negotiated within 120 days from the submittal date of the RPF.

14. **TIMELINE:**

Following is a listing of actions and anticipated dates; the Owner reserves the right to change the dates, if necessary.

Advertising & Publishing RFP	3/14/24, 3/21/24, 3/28/24, 4/4/24, 4/11/24
Deadline for Questions/Clarifications	One Week Prior to Deadline
Proposal Submittal Date Deadline	11:00 a.m. on April 18, 2024

15. **CONTRACTOR'S CERTIFICATION AND RESPONSIBILITY:**

By submitting a proposal, Prospective Contractors represent that:

A. The Prospective Contractor has fully read and understands the RFP in its entirety has fully read and understands the proposal method, the evaluation criteria and has full knowledge of the scope, nature, and quality of work to be performed. The Prospective Contractor's proposal is made in accordance therewith.

B. The Prospective Contractor possesses the capabilities, experience, resources, financial wherewithal, and personnel necessary to provide efficient and successful services as set forth in the Scope of Services to the Owner, and;

C. Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made upon which the Contractor will rely. If the Contractor receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Contractor for additional compensation or relief.

16. **COSTS INCURRED BY PROPOSERS:** All expenses involved with the preparation and submission of proposals to the Owner, or any work performed in connection therewith, shall be borne solely by the Prospective Contractors. No payment will be made for any responses received, or for any other effort required of, or made by, Prospective Contractors in responding to this RFP.

**17. CONTRACTOR'S PERSONNEL:**

- A. The Contractor represents that it has or shall secure at its own expense, all necessary personnel required to perform the services under the resulting contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
- B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position. The Owner reserves the right to require the Contractor to remove any employee from working on the resulting contract, which the Owner deems incompetent, careless, or otherwise objectionable.
- C. The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- D. During the performance of the contract, the Contractor agrees to the following:
  - 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
  - 3. The Contractor and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

**18. RESERVATION OF OWNER'S RIGHTS:** In addition to all other rights provided the Owner under State law, the Owner specifically reserves the following rights:

- A. Owner reserves the right to rank firms and negotiate with the highest ranked firms in accordance with the Evaluation Criteria set forth herein. Negotiation with an individual prospective Contractor does not require nor prohibit negotiation with others.
- B. Owner reserves the right to select the proposal that it believes will serve the best interest of Owner.
- C. Owner reserves the right to reject any or all Proposals.
- D. Owner reserves the right to cancel the entire Request for Proposal or to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability.

- E. The Owner reserves the right to waive any informality, irregularity or immaterial errors in the Request for Proposal or in any Proposal received, or reject any and/or all Proposals, or re-advertise.
- F. Owner reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- G. Owner reserves the right to select a Contractor(s) on the basis of the original proposals without negotiation.
- H. All proposals received from Contractors in response to this Request for Proposal will become the property of the Owner and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Owner.
- I. In the event only one responsive proposal is received, the Owner reserves the right to award to the sole proposer; re-advertise the Request for Proposal, with or without making changes to the evaluation factors; or elect not to proceed.

For and in consideration of the Owner considering Proposals submitted, the Proposer, by submitting its Proposal, expressly waives any claim to damages of any kind whatsoever, in the event the Owner exercises its right to cancel the award in accordance herewith.

The Owner reserves the right to select, from among the various Proposal alternates, those alternates to be included in the final Contract as well as the right and option to award or re-solicit Proposal alternates in any sequence or at any time deemed to be in the best interest of the Owner.

**19. SUBCONTRACTING:**

- A. Contractor shall not employ any subcontractor, supplier, or other person or organization whether initially or as a substitute, against whom the Owner may have reasonable objection. The contractor shall not sublet any portion of the contract, excluding material, without written consent, including work sublet to an authorized Disadvantaged Business Enterprise. If such consent is given, the contractor will be permitted to sublet a portion of the work but shall perform with the contractor's own organization work amounting to at least 30 percent of the total contract cost. The Contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work against whom the Contractor has reasonable objection. The Contractor shall provide an opportunity for local subcontractors, minority and Disadvantaged Business Enterprises (DBE's) subcontractors to participate in the work. A subcontractor shall not further subcontract to a third party any portion of this authorized work, excluding material, without written consent, including work sublet to an authorized Disadvantaged Business Enterprise. No subcontract shall relieve the contractor of liability under the contract and bonds. A subcontractor shall not further subcontract to a third party any portion of this authorized work without written consent of the owner.
- B. All subcontractors, suppliers, or other persons or organizations (including those who are able to furnish the principal items of materials or equipment) shall be submitted to the Owner for acceptance if requested by Owner. The Owner's acceptance, in writing,

- of any such subcontractors, suppliers, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the Owner of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the Owner to reject defective work. Action by the Owner awarding a Contract to a firm that has disclosed its intent to assign or Subcontract in its response to the RFP, shall constitute approval thereof.
- C. The Contractor shall be fully responsible to the Owner for all acts and omissions of the subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the resulting contract documents shall create for the benefit of any such subcontractors, suppliers, or other persons, or organizations, any contractual relationship between the Owner and any such subcontractors, suppliers, or other persons or organizations, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any money due any such subcontractors, suppliers, or other persons, or organization, except as may otherwise be required by laws and regulations.
  - D. The Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor. The Contractor shall require all subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work to communicate with the Owner through the Contractor.
  - E. All work performed for the Contractor by a subcontractor or supplier shall be pursuant to an appropriate agreement between the Contractor and the subcontractor or supplier that specifically binds the subcontractor or supplier to the applicable terms and conditions of the resulting contract for the benefit of the Owner.
  - F. Within thirty (30) calendar days after the Notice of Contract Execution, the contractor shall submit to the owner a preliminary list of potential subcontractors which may be used on the project. The potential subcontractors submitted shall not be on the Disqualified Contractor List and the Federal Debarment List (Excluded Parties List System at [www.epls.gov](http://www.epls.gov)). Failure to supply this information timely and accurately may result in the contractor being placed in default and termination of the contract.
  - G. Prior to beginning work, the Contractor shall submit to the owner for approval all subcontractor(s) which will be used on the project. The owner shall provide initial approval of any subcontractor which is not on the Disqualified Contractor List and the Federal Debarment List (Excluded Parties List System at [www.epls.gov](http://www.epls.gov)). Once initial approval is granted, the subcontractor may begin work.

20. **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM:** The Owner promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services.

Disadvantaged Business Enterprises, as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The Contractor shall use their best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

21. **CONTRACT:** The contents of this RFP and all provisions of the successful proposal deemed pertinent by the Owner may be incorporated into a contract and become legally binding when approved and executed by both parties. Contents of the Contract may contain changes from the Owner's perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful Contractor's submittal and any additions or deletions made at the discretion of the Owner as a result of this RFP process. The Contract will be a standby contract for use in dealing with response to emergency situations. Work related to the Contract shall commence upon issuance of a Notice to Proceed. The Owner may terminate the contract for cause or convenience at any time.

22. **PROPRIETARY INFORMATION:**

Proposers should be aware that the Request for Proposal and the responses thereto are in the public domain. However, the proposers may identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the Owner and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will also become the exclusive property of the Owner. The Owner has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal submitted does not affect this right.

23. **LICENSES AND CERTIFICATES:**

A. The Owner reserves the right to require proof that a Prospective Contractor is an established business operating in compliance with the law. Local and State Business Licenses are required for this proposal.

B. Each Prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each firm shall submit with their proposal a copy of and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.

C. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

- D. The Proposer certifies that their company is a licensed General Contractor in the State of Louisiana. Proposer must submit a copy of the license with the proposal and be in good standing with State regulatory body. No specific designation is required, only that the company is properly licensed as a Contractor.
- E. Proposer certifies that proposer's organization and/or its subcontractor(s) is classified as an Oil Spill Removal Organization (OSRO) by the Coast Guard and maintains appropriate classification (M – W3) for all potential debris management specified in this RFP. This RFP requires River/Canal, Inland and Near Shore classifications. Classification must be kept in good standing for the duration of the Contract length.
- F. Contractor must show its and/or its subcontractors' qualifications in the handling of Hazardous materials and house hold hazardous waste. This can be demonstrated listing the company's and/or its subcontractor(s)'s employees and their respective Haz-Wopper licenses and asbestos licenses. Proposer must have qualified personnel currently employed to submit a proposal.
24. **CONTINUING THE WORK:** The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Owner and Contractor may otherwise agree in writing.
25. **WAIVER OF CLAIMS:** Once any contract resulting from this RFP expires, or final payment has been requested and made, the respective Contractor shall have no more than ninety (90) calendar days to present or file any claims against the Owner concerning such contract and thereafter, such claim shall be deemed waived.
26. **CHANGE IN SCOPE OF WORK**
- A. The Owner may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Owner and Contractor. It is noted that this is a unit price contract and nothing herein shall limit the number of units of work which may be required by a disaster. Once issued a Notice to Proceed (NTP), unless limited by area or amount, the Contractor shall proceed at the daily directive of the Owner with the entire work required hereunder.
- B. If the Contractor believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City of Walker's Representative in writing of this belief. If the Owner's Representative believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The Contractor may then assert its right to an adjustment under the terms and conditions set forth herein for claims.



- C. The Owner reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RFP process for materials, products, services, and/or items similar in nature to those specified within this RFP for which requirements were not known or realized at the time of issuance of the RFP.
- D. The Contractor shall commence performance on the date set forth in the Notice to Proceed which date shall be determined by the Owner prior to, during or after any disaster. The Contractor will notify the Owner when \$100,000 in total costs is reached and request a meeting to gain approval, with a written notice to proceed, for any further debris removal activities. Without the written approval notice to proceed, all operations will cease at the \$125,000 limit. These actions should continue at each \$100,000 and \$125,000 increment.
- E. The Contractor shall, after Notice to Proceed and with the Owner's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a daily basis. The plan will be updated each day of operation. Contractor shall provide a computerized daily update of progress, showing the streets cleared by web map, the volumes recovered, the location of crews, and the estimated percentage completion. Such program shall be web based and shall be accessible by the Owner with a password provided by Contractor or as an active website available without password to the public, as instructed by the Owner. Contractor shall provide examples of such work plan, their web-based programs, their plans for its use, and the hosting thereof in their proposal.

**27. USE OF PREMISES:**

- A. The Contractor shall assume full responsibility for any damage to any work areas or to the owner, homeowner, or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work. Contractor shall maintain a toll-free hotline answered 24 hours per day to professionally accept homeowner and other claims. Contractor shall provide in its proposal, a summary of and sample computerized documents exhibiting its complete claim resolution program to include computerized complaint logs, complaint report forms, site visit and inspection forms, and computerized resolution reporting forms and summaries for the Owner. Should any claim be made by any such owner or occupant because of accident, intentional act, the performance of the work, or for any other such reason the cause of which is the Contractor or their Subcontractors, Agents or Employees, the Contractor shall promptly settle with such party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall provide a weekly computerized update of all claims and complaints and their disposition, both individually and in summary form.
- B. During the progress of the work, the Contractor shall keep their sites free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish, and debris from and about the sites, as well as tools, appliances, equipment, machinery and/or surplus materials.

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

28. **ESTIMATED QUANTITIES:** The Owner reserves the right to increase or decrease estimated quantities as required. Estimated quantities as shown within of this RFP are for estimating and proposal purposes only. It is understood by all Prospective Contractors that these are only estimated quantities and the Owner is not obligated to purchase any minimum or maximum amount during the life of the contract. The actual volumes of any work can only be identified subsequent to a disaster, and as the work proceeds. The Contractor shall be required to perform all work required by the Contract regardless of volume.

29. **PERFORMANCE:** The selected Contractor shall perform the resulting contract in a timely fashion. If the disaster is such that it may reasonably be predicted in advance, Contractor shall have Management personnel within the Emergency Operations Center (EOC) 24-48 hours prior to the arrival of the disaster. If the disaster is such that the disaster could not be predicted, the Contractor shall have Management personnel within the EOC within 24 hours after the event. Contractor's Management personnel shall assist the Owner to plan a response, plan for the arrival of the event if possible, and to initiate the Emergency Push and initial debris removal and rescue operations. Contractor shall mobilize work crews and heavy equipment within such period of time as may be set forth within the Notice to Proceed. Crews shall be mobilized in a staggered phasing so as not to overwhelm the resources of the monitoring body.

Contractor shall describe its mobilization program and past experience with such mobilization. Contractor should clearly exhibit experience in large previous compelling mobilizations, to multiple sites, with short time frames.

30. **PAYMENT AND PERFORMANCE BONDS:** The successful bidder shall be required to provide payment and performance (surety) bonds for the entire amount of the Contract price to insure the successful performance of the terms and conditions of the contract. The payment and performance bond shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the contract. The bond must be provided within seven (7) days of written Notice to Proceed.

The payment and performance bond is to be secured from a surety or insurance company listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, 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 ten percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed in this State to write surety bonds.

31. **PAYMENT/INVOICES:** All Prospective Contractors must specify on their Proposal letter the exact company name and address which must be the same as shown on invoices submitted for payment. Contract payments shall be made in arrears, within fifteen (15) days after approval of a billing statement for actual work done by the Contractor(s). All

billing statements or invoices submitted for payment shall be original and should be sent to **City of Walker** at the following address: **P.O. Box 217, Walker, LA 70785**.

Billing statements or invoices should include company name and address, locations of where work has been performed, reconciliation sheets for each day's work, and support documentation as required. Payment of contractor by City of Walker is contingent upon the City of Walker being reimbursed by any private insurance company, local, state or federal government agency. The successful Contractor will be responsible for all work and/or debris deemed ineligible. In order for both parties herein to close their books and records, the contractor will clearly state "Final Invoice" on the contractor's final/last billing to the City of Walker. This certifies that all services have been properly performed and all charges and cost have been invoiced to the City of Walker.

Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, which includes information contained in the approved worksheets and/or debris ticket. The final format of the daily worksheet and information to be contained will be approved and agreed upon by the Contractor and the Contract Administrator. Any discrepancies between the Owner's records and the Contractor's submittals must be rectified, to Owner's satisfaction, by the Contractor, before payment on those items will be made by the Owner. Contractor shall computerize all tickets daily and present to the Owner as a summary reconciliation document within (48) hours of the daily completion of the work. Contractor shall note that thousands to tens of thousands of tickets may be produced per day and Contractors plans and computer program must encompass such potential volumes. Contractor should provide sample forms and program formats; describe their data processing experience, their data management center (if any), their data management programs and procedures and their key data management personnel in their proposal.

Owner and Contractor shall meet daily (within 48 hours of the issuance of the tickets) to reconcile tickets and work performed. Contractor shall revise the computerized reconciliation sheets with any corrections discovered and re-present a corrected Daily Reconciliation sheet to the Owner for signature within twenty-four (24) hours thereafter. Both the Owner and the Contractor shall execute each Daily Reconciliation sheet after being verified as correct. Such Daily Reconciliation sheets shall then become the basis for billing documentation.

32. **RECORDS AND RIGHT TO AUDIT:** The Contractor shall maintain adequate records, documents, and information to justify all charges, expenses and costs incurred in performing the work for at least five (5) years after completion of this contract. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection, reproduction, audit, and/or during normal business hours, at the Owner's expense, upon five (5) days prior written notice.

33. **SAFETY:** The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state, and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this contract. The Contractor, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for the safety and protection of the public, including securing areas, posting danger signs, placarding, labeling, or posting other forms of warning against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation, and/or removal of bio-solids, bio-hazardous waste, or any hazardous or toxic materials, trash debris, refuse, or waste, the Contractor, its subcontractor(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials, and hazardous operations, and shall exercise the utmost care and perform such activities under the supervision of properly qualified and/or competent personnel.

34. **INSURANCE REQUIREMENTS:**

A. Prior to the time Contractor is entitled to commence any part of the project, work or services, Contractor shall procure, pay for, and maintain at minimum the following insurance coverages with the stated limits or greater. Said insurance shall be evidenced by delivery to the Owner of (1) certificates of insurance executed by the insurer's listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the Owner, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract and any additional extensions. In addition, the Owner reserves the right to request physical evidence of this coverage by requesting the policy declaration page, and/or an estopped from the agent and/or company verifying the coverage is and/or has been continually in effect.

The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

1. **Commercial General Liability** - in the amount of five million dollars (\$5,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting contractor or shall be at least twice the required occurrence limit.
2. **Comprehensive Automobile and Water Vehicle Liability** - covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of one Million dollars (\$1,000,000.00) per occurrence combined single limit / Any Auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.

3. **Worker's Compensation** - Proposer shall provide a policy with employer's liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice.

Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

**A. Conditions:**

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

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverage's or limits, a notice thereof shall be given to the Owner by certified mail to: Contractor shall also notify the Owner, 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.
2. Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.
3. The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the City of Walker and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.
4. Owner shall be named as an additionally insured on all policies of insurance. The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the Owner to any such future coverage, or to the Owner's Self-Insured Retentions as, if any, of whatever nature.

**B. Subrogation:**

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

35. **PUBLIC ENTITY CRIMES:** All Proposers are hereby notified that a person or affiliate, who has been placed on the convicted vendor list, or the Federal suspension and/or debarment list, may not submit a proposal under this Request for Proposal. By submitting this Proposal, the Proposal Contractor certifies they are not suspended or debarred nor does their submittal violate the provisions of this paragraph.

36. **CONFLICT OF INTEREST:** The Contractor shall promptly notify the Contract Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such person may undertake, and request an opinion of the Owner as to whether the association, interest, or circumstance would, in the opinion of the Owner, constitute a conflict of interest. The Owner shall respond to such notification by certified mail within thirty (30) days.

BY SUBMITTING THIS PROPOSAL, THE CONTRACTOR CERTIFIES THAT THEY HAVE NO CONFLICT WITH ANY EMPLOYEE, AGENT, ELECTED OFFICIAL OR OFFICER OF OWNER, NOR ANY OTHER CONFLICT AS MAY BE SET FORTH HEREIN.

37. **COLLUSION:** More than one Proposal from an individual, firm, partnership, corporation, association and/or related parties under the same or different names will not be considered. If the Owner believes that collusion exists among Proposers, all Proposals from the suspect firms will be rejected. Related parties mean Prospective Contractors or the principals thereof, which have a direct or indirect ownership and/or profit-sharing interest in another Prospective Contractor or Pro-Proposer.

Prospective Contractors shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and all resulting contract(s).

Prospective Contractors, by responding to this RFP, certify that such response is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

38. **PROTEST PROCEDURE:**

A. **PROPOSAL PROTESTS.** Any actual or prospective bidder/proposer, who is allegedly aggrieved in connection with the issuance of a proposal package or pending award of a contract, may protest to the Owner.

B. **REQUIREMENTS TO PROTEST:**

a) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 pm on the fifth full business day after issuance of the proposal package.

b) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 pm on the fifth business day after the posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

- c) A formal written protest is considered filed with the Owner when the Contract Administrator receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the proposer.
- C. SOLE REMEDY. These procedures shall be the sole remedy for challenging the content of this RFP or the award of a contract. Prospective Contractors are prohibited from attempts to influence, persuade, or promote a proposal protest through any other channels or means. Such attempts shall be cause for suspension of the offending party's proposal and protest.
- D. AUTHORITY TO RESOLVE. The Contract Administrator shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 pm on the fifth business day after the filing thereof.
- E. REVIEW OF CONTRACT ADMINISTRATOR'S DECISION. The protesting party may request a review of the Contract Administrator's decision by delivering a written request by 5:00 pm on the fifth full business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the proposer deems relevant to the issues raised in the request for review. If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the Contract Administrator shall immediately cancel or revise the solicitation or award as the Contract Administrator may deem appropriate.
- If it is determined that the solicitation or award should be upheld, the Contract Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 pm on the fifth full business day after the protest. The decision shall be final and conclusive as to the Owner unless any further action is taken by the party making the original protest.
- F. STAY OF PROCUREMENT DURING PROTESTS. There shall be no stay of procurement during protests.

39. **AWARD AND TERM:** The Owner reserves the right to award a contract or contracts to the Contractor(s) that the Owner deems to offer the best overall proposal. The Owner is therefore not bound to accept a proposal on the basis of lowest price. In addition, the Owner, at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, or to re-advertise with either the identical or revised specifications, if it is deemed in the best interest of the Owner to do so. The Owner also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the Owner's best interest. At the discretion of the Owner, the successful Contractor(s) may be awarded a contract for one (1) year with two (2) subsequent one (1) year renewals permissible, upon mutual written agreement and, approval of Owner.
40. **JURISDICTION:** This Request for Proposal and any resulting Contract shall be general by the Laws of the State of Louisiana.

## SCOPE OF WORK:

The City of Walker is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the City of Walker for the following services. Contractors shall provide clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the City of Walker in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improve public or private property and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance to City of Walker officials. One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. At the discretion of the Owner, the successful Contractor(s) may be awarded a contract for one (1) year with two (2) subsequent one (1) year renewals permissible, upon mutual written agreement and, approval of Owner.

The work to be undertaken includes, but is not limited to:

- A. Coordinating daily briefings, work progress, staffing, and other key items with the City of Walker.
- B. Scheduling work for team members and contractors on a daily basis.
- C. Hiring, scheduling, and managing field staff.
- D. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- E. Development of maps, GIS applications, etc. as necessary.
- F. Accurately measure and certify truck capacities (recertify on a regular basis).
- G. Properly and accurately complete and physically control load tickets (in tower and field).
- H. Ensure that trucks are accurately credited for their load.
- I. Ensure that trucks are not artificially loaded (*ex: debris is wetted, debris is fluffed - not compacted*).
- J. Validate hazardous trees, including hangers, leaners, and stumps.
- K. Ensure that hazardous waste are not mixed in loads.
- L. Ensure that all debris is removed from trucks at Debris Management Sites (DMS).
- M. Report if improper equipment is mobilized and used.
- N. Report if contractor personnel safety standards are not followed.
- O. Report if general public safety standards are not followed.



- P. Report if completion schedules are not on target
- Q. Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible).
- R. Assure that force account labor and/or debris contractor work is within the assigned scope of work.
- S. Monitor site development and restoration of DMSs.
- T. Report to supervisor if debris removal work does not comply with all the local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
- U. Record the types of equipment used.
- V. Record the hours equipment was used, include downtime of each piece of equipment by day.
- W. Comprehensive review, reconciliations, and validation of debris removal contractor(s) invoices prior to submission to the City of Walker for processing.
- X. Project worksheet and report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by City of Walker staff and designated debris removal contractors.
- Y. Final report
- \* City of Walker is going to/has the responsibility of acquiring the DMS and the permitting/regulatory issues associated.

The costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

**LABOR RATES**

<b>Personnel Description</b>	<b>Hourly Rate</b>
<b>Project Manager</b>	
<b>Operations Manager</b>	
<b>GIS Analyst</b>	
<b>Environmental Specialist</b>	
<b>Field Supervisors</b>	
<b>Data Manager</b>	
<b>Debris Site/Tower Monitors</b>	
<b>Crew Monitors</b>	
<b>Load Ticket Entry Clerk</b>	
<b>Project Coordinators</b>	

**Proposer's Logo**

**PROPOSAL FORM**

Date: \_\_\_\_\_

To: City of Walker  
Attention: Kelsey Murray

P.O. Box 217  
Walker, LA 70785

Re: Request for Proposal  
STANDBY CONTRACT FOR DISASTER DEBRIS MONITORING AND  
MANAGEMENT SERVICES

1. The undersigned, having carefully and to our full satisfaction examined the RFP Documents for: DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICES hereby proposes to furnish the required services in accordance with this Proposal.
2. By submission of this Proposal, the undersigned certifies, and in the case of a joint Proposal, each party hereto certifies as to his own organization and the joint venture, that this Proposal is made in good faith and has been arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to this Proposal with any other Proposer.

Submitted by: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Company Name (Print) \_\_\_\_\_

Phone \_\_\_\_\_

Company Address (Print) \_\_\_\_\_

City, State, Zip Code (Print) \_\_\_\_\_

Federal Tax I.D. Number \_\_\_\_\_

Phone/Fax Number (include area code) \_\_\_\_\_

(Corporate Seal)



**REQUEST FOR PROPOSAL**

**STANDBY CONTRACT FOR**

**DEBRIS REMOVAL AND SITE MANAGEMENT FOR DEBRIS REDUCTION,  
EMERGENCY ROADWAY DEBRIS CLEARANCE AND WATERWAY DEBRIS**

**REMOVAL**

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## REQUEST FOR PROPOSAL

### DEBRIS REMOVAL AND SITE MANAGEMENT FOR DEBRIS REDUCTION AND EMERGENCY ROADWAY DEBRIS CLEARANCE

#### 1. **OBJECTIVE:**

It is the intent of the City of Walker (“Owner”) to obtain proposals from qualified firms to establish a Standby Contract for Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal. These services will not be authorized until such time as a Notice to Proceed has been issued; typically, in response to a natural or man-made disaster.

2. **DEFINITIONS:** Whenever, in these Instructions, the terms defined in the Contract are used (or pronouns used in their place), the intent and meaning of such terms shall be interpreted as indicated in the Contract.

In addition, the following definitions shall apply:

- A. **Proposal** means an executed formal document submitted to the Owner stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the Request for Proposal.
- B. **Contract** means the Agreement between the successful Contractor(s) and the Owner in the form attached and included in this RFP Document.

Goods, consultant services, and/or services, as applicable, mean: this STANDBY CONTRACT is for Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal.

- C. **RFP Documents** means this entire RFP DOCUMENT, all attachments, instructions to Proposers, and any addendums issued prior to the date and time of submittal of the Proposals.
  - D. **Contractor or Prospective Contractor or Proposer** means any person or firm having a contract with or proposing to the Owner as a result of this RFP.
3. **ITEMS INCLUDED WITH REQUEST FOR PROPOSAL:**

Cover Sheet, Owners Proposal Letter, Request for Proposal  
Scope of work  
Pricing Schedule  
Sample Prospective Contractors Proposal Letter

**4. SUBMISSION OF PROPOSAL:**

- A. SUBMITTAL: Proposals shall be enclosed in an opaque sealed envelope or package, addressed to the Owner. The name and address of the prospective Contractor, the date and hour of the proposal submittal, and the title “Request for Proposals for Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal” RFP shall be placed on the outside of the envelope. All items required for a responsive Proposal shall be included. It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time.
- B. EXAMINATION OF RFP DOCUMENTS: It is the responsibility of each Proposer before submitting a Proposal, to: a) Examine the RFP documents thoroughly; and b) Consider and comply with all federal, state and local laws and regulations, and local conditions that may affect cost, progress, or performance of the project.
- C. FORMAT: Proposals must follow the format of the RFP and be structured so as to follow the required sequence. Each Contractor shall submit seven (7) complete sets of the proposal (one hard copy marked “Original” and six (6) marked “Copy”) and one electronic copy on a disc, CD or thumb drive. Email copies and fax copies shall not be accepted.
- D. EXPERIENCE: Prospective Contractors (company and/or predecessors) must have at least 5 years of primary contractor experience in this field within the last 10 years, be capable of funding such potentially massive work for weeks or longer, must provide a reference list of at least five (5) Government customers for whom they have performed similar services, and must provide all information as specified herein.
- E. EXCEPTIONS: Prospective Contractors are advised that exceptions to any of the terms contained in this RFP must be identified in the response to the RFP. Failure to do so may lead the Owner to declare any such term non-negotiable, and/or may lead to the disqualification of the proposal.
- F. EXPENSES OF PREPARATION: The Owner is not responsible for any expenses which Prospective Contractors may incur in preparing and submitting proposals called for in this Request for Proposal.
- G.

INTERVIEWS: The Owner reserves the right to conduct personal interviews or require presentations from any or all prospective Contractors prior to selection. The Owner will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

- H.** MODIFICATION: The Owner reserves the right to request that the proposer modify their proposal to more fully meet the needs of the Owner, and/or to more fully describe their proposal.
- I.** ADDITIONAL INFORMATION: The Prospective Contractor shall furnish such additional information as the Owner may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the services and/or recovery operations for several weeks or more. The Owner reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to a financial review and a background investigation.
- J.** NEGOTIATIONS: The Owner reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- K.** PERIOD OF ELIGIBILITY: All proposals submitted shall be binding for one hundred twenty (120) calendar days following the date of opening.
- L.** ALTERNATE PROPOSALS:
- a. An alternate proposal is viewed by the Owner as a proposal describing an approach to accomplishing the requirements of the Request for Proposals, which differs, from the approach set forth in the solicitation.
  - b. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal but is included within the same proposal package.
  - c. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation.
  - d. The Owner may, during the initial evaluation process, consider all alternate proposals submitted.
- M.** ADDENDA: If it becomes necessary to revise or amend any part of the Request for Proposal, the Owner will furnish the revision by written Addendum to all prospective Contractors who received an original Request for Proposals. It will be the responsibility of the proposer to contact the Owner prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Failure to include signed Addendum with the proposal shall be grounds for rejection of a proposal.
- N.**



**EXECUTION OF CONTRACT:** The Contract between Proposer and Owner shall be in the form of the "Agreement" collaborated between Owner and Proposer. The successful Proposer shall assist and cooperate with the Owner in executing the Contract in a timely manner if notified of a successful award by Owner.

- O. TAXES:** Cost of all sales and other taxes for which the Proposer is liable under the Contract shall be included in the Proposal.

**5. PROPOSAL DUE DATE:**

Sealed proposals must be received at the City of Walker Office no later than 11:00 a.m. on April 18, 2024. Proposals shall be opened by the Evaluation Committee in private. Any awards resulting from an evaluation shall be announced publicly. Proposals received by the Owner after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of their proposals to the location designated for receipt of proposals. Fax Copies and Email Copies shall not be accepted.

**6. PROPOSAL REQUIREMENTS:**

Official Bid Documents are available at Central Bidding ([www.centralbidding.com](http://www.centralbidding.com)). Electronic Bids may be submitted at Central Bidding ([www.centralbidding.com](http://www.centralbidding.com)). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.

Proposals shall include all of the information required by the Request for Proposal, and any additional data that the Prospective Contractor deems pertinent to the understanding and evaluation of the proposal.

Proposals are to be addressed as follows for mail, express delivery, or hand delivery:

Owner/Representative:	City of Walker
Title:	Kelsey Murray, Finance
Physical Address:	13600 Aydell Lane Walker, LA 70785
Mailing Address:	P.O. Box 217 Walker, LA 70785

Any questions regarding this RFP shall be posed to Kelsey Murray, Finance in writing at the email below or at the above mentioned physical and mailing addresses:

Email:	<a href="mailto:kelsey.murray@walker-la.gov">kelsey.murray@walker-la.gov</a>
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**Proposals shall be organized and sections tabbed in the following order. All Proposals shall include at minimum:**

TITLE PAGE: Show the name of proposer's firm, address, telephone number, email, name of contact person, date, and the subject: "REQUEST FOR PROPOSAL FOR STANDBY CONTRACT FOR Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal."

TABLE OF CONTENTS: Include a clear identification of the material by tab and by page number.

**Tab 1 - Contractor's Profile and Submittal Letter**

- A. Submittal Letter signed by an authorized agent of the Prospective Contractor.
- B. A proposal statement setting forth in detail how the Proposal meets the proposal requirements and evaluation factors.
- C. Organizational structure and locations of business with ownership interests

**Tab 2 – Qualifications**

Provide a description and history of the firm focusing on the following:

- A. Experience in all aspects of emergency management, including response, procurement, operation, planning, contract management, and accounting systems.
- B. Document knowledge and experience with state and local emergency management agencies; state and federal programs; funding sources and reimbursement processes.
- C. Demonstrate detailed experience and expertise pertaining to all aspects of the Scope of Work set forth herein.
- D. Demonstrate knowledge of environmental requirements and regulations.

**Tab 3 - Technical Approach**

- A. Provide a narrative description with an organizational chart outlining the mobilization, operational plans, and structure, services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the Prospective Contractor's intended methods for servicing the requirements of all aspects of the Scope of Work, set forth herein - to include number of equipment, owned and/or leased, available and under the contractor's control for the duration of the contract.
- B. Prospective Contractor may offer alternative solutions/options to achieve successful completion of the Scope of Work detailed herein.

**Tab 4 - Reimbursement Process**

- A. Prospective Contractor shall demonstrate their knowledge of and experience, with the FEMA reimbursement process; the FEMA initial Damage Estimates; Immediate Needs Funding (INF), the Project Worksheets completion and application process.

**Tab 5 - Key Personnel**

- A. Include a listing of key staff including resumes for each describing experience, training, and education in the required services. Identify staff experience working with governmental entities and list those projects.
- B. Include an affirmative action plan for all personnel.

**Tab 6 - Proposed Subcontractors**

Include a listing of proposed subcontractors. Delineate those subcontractors who are Disadvantaged Business Enterprises, as defined in 2C.F.R. 215.44(b)(1) and 44 C.F.R. 13.36(4)(e), and such other minority, woman-owned, and small business enterprises.

**Tab 7 - Pricing Schedule**

- A. Each Prospective Contractor must complete, execute, and submit the Proposal Form included herewith.
- B. The Pricing Schedule attached hereto shall be submitted and shall include all costs associated with the performance of the contract including travel and out-of-pocket expenses. The contractor will be responsible for all costs associated with ineligible debris.

**Tab 8 – References**

Contractor shall provide at least five (5) governmental entity references for which the firm has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact name, entity, address, telephone number, e-mail address, and date and term of the contract and at least five letters of reference from previous clients.

**Tab 9 – Insurance**

Attach evidence of required insurance in the amounts indicated. If available, a properly completed ACORD Form is preferable.

**Tab 10 - Financial Statements**

All Prospective Contractors shall supply an audited, financial statement for each of the past two years. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third-party certified statement shall be signed and certified by the third party Certified Public Accountant (CPA) and signed and certified as accurate by the Prospective Contractor.

**Tab 11- Addenda**

Contractor is responsible for contacting Owner to identify any Addenda's issued for this Request for Proposal. Any Addenda issued subsequent to the release of this solicitation must be acknowledged by signature of the authorized representative of the Prospective Contractor, and a copy of this acknowledgment placed in this section.

**Tab 12 – Exceptions**

Include any/all exceptions taken to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation. Any exceptions shall be reviewed by Owner for appropriateness and is only valid if accepted in writing by Owner.

**Tab 13 – Litigation: Prospective Contractors**

Prospective Contractors shall provide the following information:

- Within the past 10 years, state whether the Prospective Contractor or any employee thereof anticipated being assigned to provide debris removal services, has been a defendant in any proceeding involving or arising out of debris removal services.
- Within the past 10 years, state whether the Prospective Contractor or any employee thereof anticipated being assigned to provide debris removal services, has been suspended or debarred from receiving federal funds regardless of whether the Prospective Contractor or any employee thereof was removed from being suspended or debarred.
- Within the past 10 years, state whether the Prospective Contractor has had a contract related to debris removal canceled or terminated.

**Tab 14 – Bonding Capacity**

Include an executed Letter of Commitment, proof of bonding capacity issued by the Surety Company for the Payment and Performance Bond, per the attached sample letter.

7. **PROPOSAL EVALUATION:** The Owner shall award to the responsive and qualified proposer(s) whose proposal is determined to be the most advantageous to the Owner. Evaluation of proposals shall be based on the evaluation factors set forth in the Request for Proposals and any other relevant information obtained through the evaluation process, and the interviews, if held.
8. **EVALUATION CRITERIA:** The evaluation criteria define the factors that will be used by the evaluation committee to evaluate and score responsible and qualified proposals. Prospective contractors 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 an evaluation committee.

Qualifications of the Contractor .....25%

- Number of years and degree of experience in disaster response, particularly debris management: company and/or predecessors must have at least 5 years of primary contractor experience in this field within the last 10 years; more preferred
- Number of equipment (Owned or Leased) available and under contractor’s control
- Experience with FEMA reimbursement programs and funding issues
- Proof of satisfactory or better performance on contracts of similar scope and size: references and letters of reference must verify successful completion of similar projects
- In house client training capabilities: provide certification of emergency management training

- Qualifications of staff.....15%
- Experience of key team members in area identified under experience of prospective contractor: identify senior and project management
  - Affirmative Action of prospective contractor: describe local and minority subcontracting plan
  - Education and experience of prospective contractor personnel: provide brief resumes

- Technical Approach .....15%
- Experience of prospective contractor in previous similar projects
  - Technical approach of the prospective contractor to mobilize and perform the many aspects of the work
  - Ability to respond in a timely manner with the necessary resources

- Financial Stability .....15%
- Ability of prospective contractor to continue to proceed until funding becomes available
  - Previous financial handling of multiple contracts in multiple disasters
  - History of satisfactory payment procedures of subcontractors

- Price .....10%
- Pricing schedule will be evaluated for rationality
  - All line items must be priced exactly as quoted within the RFP, regardless of any alternates which may be proposed

- Technical and Reimbursement Assistance .....20%
- Experience of prospective contractor in relation to tracking, recording, and data processing
  - Invoicing program
  - Prospective contractor’s knowledge and experience of Federal reimbursement guidelines
  - Experience in emergency debris management plan preparation

9. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this RFP must be sent in writing (mail, email or fax) to the Owner and received no later than five (5) days prior to the proposal due date. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The Owner will not be responsible for any other explanation or interpretation of the RFP made or given prior to the award of the contract. The Owner will not respond to questions received after the specified deadline.

10. **ORAL PRESENTATION:** An oral presentation of proposal may be requested of any Prospective Contractor at the Evaluation Committee’s discretion. Contractors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

11. **WITHDRAWAL OF PROPOSAL:** The Proposal may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged after the date and time for submission of proposals.
12. **ACCEPTANCE/REJECTION:** The Owner reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing contractors, and to waive any informalities, defects, or irregularities in any proposal, and to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the Owner.
13. **ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the Prospective Contractor if no award has been made. If the RFP is not withdrawn at that time, it shall remain in effect until an award is made or the solicitation is cancelled. The Owner reserves the right to request an extension of the period of validity for the proposals if the contract has not been negotiated within 120 days from the submittal date of the RFP.

14. **TIME LINE:**

Following is a listing of actions and anticipated dates; the Owner reserves the right to change the dates, if necessary.

Advertising & Publishing RFP	3/14/24, 3/21/24, 3/28/24, 4/4/24, 4/11/24
Deadline for Questions/Clarifications	One Week Prior to Deadline
Proposal Submittal Date Deadline	11:00 a.m. on April 18, 2024

15. **CONTRACTOR’S CERTIFICATION AND RESPONSIBILITY:**

By submitting a proposal, Prospective Contractors represent that:

- A. The Prospective Contractor has fully read and understands the RFP in its entirety, has fully read and understands the proposal method, the evaluation criteria and has full knowledge of the scope, nature, and quality of work to be performed. The Prospective Contractor’s proposal is made in accordance therewith.
- B. The Prospective Contractor possesses the capabilities, experience, resources, financial wherewithal, and personnel necessary to provide efficient and successful services as set forth in the Scope of Services to the Owner, and;
- C. Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made upon which the Contractor will rely. If the Contractor receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of

such conditions and requirements be accepted as a basis for any claim by the Contractor for additional compensation or relief.

16. **COSTS INCURRED BY PROPOSERS:** All expenses involved with the preparation and submission of proposals to the Owner, or any work performed in connection therewith, shall be borne solely by the Prospective Contractors. No payment will be made for any responses received, or for any other effort required of, or made by, Prospective Contractors in responding to this RFP.

17. **CONTRACTOR'S PERSONNEL:**

A. The Contractor represents that it has or shall secure at its own expense, all necessary personnel required to perform the services under the resulting contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position. The Owner reserves the right to require the Contractor to remove any employee from working on the resulting contract, which the Owner deems incompetent, careless, or otherwise objectionable.

C. The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

D. During the performance of the contract, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

3. The Contractor and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

18. **RESERVATION OF OWNER'S RIGHTS:** In addition to all other rights provided the Owner under State law, the Owner specifically reserves the following rights:

A. Owner reserves the right to rank firms and negotiate with the highest ranked firms in accordance with the Evaluation Criteria set forth herein. Negotiation with an individual prospective Contractor does not require nor prohibit negotiation with others.

- B. Owner reserves the right to select the proposal that it believes will serve the best interest of Owner.
- C. Owner reserves the right to reject any or all Proposals.
- D. Owner reserves the right to cancel the entire Request for Proposal or to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability.
- E. The Owner reserves the right to waive any informality, irregularity or immaterial errors in the Request for Proposal or in any Proposal received, or reject any and/or all Proposals, or re-advertise.
- F. Owner reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- G. Owner reserves the right to select a Contractor(s) on the basis of the original proposals without negotiation.
- H. All proposals received from Contractors in response to this Request for Proposal will become the property of the Owner and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Owner.
- I. In the event only one responsive proposal is received, the Owner reserves the right to award to the sole proposer; re-advertise the Request for Proposal, with or without making changes to the evaluation factors; or elect not to proceed.

For and in consideration of the Owner considering Proposals submitted, the Proposer, by submitting its Proposal, expressly waives any claim to damages of any kind whatsoever, in the event the Owner exercises its right to cancel the award in accordance herewith.

The Owner reserves the right to select, from among the various Proposal alternates, those alternates to be included in the final Contract as well as the right and option to award or re-solicit Proposal alternates in any sequence or at any time deemed to be in the best interest of the Owner.

**19. SUBCONTRACTING:**

- A. Contractor shall not employ any subcontractor, supplier, or other person or organization whether initially or as a substitute, against whom the Owner may have reasonable objection. The contractor shall not sublet any portion of the contract, excluding material, without written consent, including work sublet to an authorized Disadvantaged Business Enterprise. If such consent is given, the contractor will be permitted to sublet a portion of the work but shall perform with the contractor's own organization work amounting to at least 30 percent of the total contract cost. The Contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work against whom the Contractor has reasonable objection. The Contractor shall provide an opportunity for local subcontractors, minority and Disadvantaged Business Enterprises (DBE's)



subcontractors to participate in the work. A subcontractor shall not further subcontract to a third party any portion of this authorized work, excluding material, without written consent, including work sublet to an authorized Disadvantaged Business Enterprise. No subcontract shall relieve the contractor of liability under the contract and bonds. A subcontractor shall not further subcontract to a third party any portion of this authorized work.

- B. All subcontractors, suppliers, or other persons or organizations (including those who are able to furnish the principal items of materials or equipment) shall be submitted to the Owner for acceptance if requested by Owner. The Owner's acceptance, in writing, of any such subcontractors, suppliers, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the Owner of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the Owner to reject defective work. Action by the Owner awarding a Contract to a firm that has disclosed its intent to assign or Subcontract in its response to the RFP, shall constitute approval thereof.
- C. The Contractor shall be fully responsible to the Owner for all acts and omissions of the subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the resulting contract documents shall create for the benefit of any such subcontractors, suppliers, or other persons, or organizations, any contractual relationship between the Owner and any such subcontractors, suppliers, or other persons or organizations, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any money due any such subcontractors, suppliers, or other persons, or organization, except as may otherwise be required by laws and regulations.
- D. The Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor. The Contractor shall require all subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work to communicate with the Owner through the Contractor.
- E. All work performed for the Contractor by a subcontractor or supplier shall be pursuant to an appropriate agreement between the Contractor and the subcontractor or supplier that specifically binds the subcontractor or supplier to the applicable terms and conditions of the resulting contract for the benefit of the Owner.
- F. Within thirty (30) calendar days after the Notice of Contract Execution, the contractor shall submit to the owner a preliminary list of potential subcontractors which may be used on the project. The potential subcontractors submitted shall not be on the Disqualified Contractor List and the Federal Debarment List (Excluded Parties List System at [www.epls.gov](http://www.epls.gov)). Failure to supply this information timely and accurately may result in the contractor being placed in default and termination of the contract.

- G. Prior to beginning work, the Contractor shall submit to the owner for approval all subcontractor(s) which will be used on the project. The owner shall provide initial approval of any subcontractor which is not on the Disqualified Contractor List and the Federal Debarment List (Excluded Parties List System at [www.epls.gov](http://www.epls.gov)). Once initial approval is granted, the subcontractor may begin work.
- H. The contractor will be required to develop and deliver subcontractor training on the contract provisions, traffic control requirements, and applicable rules, regulations, and laws to this contract. The training will be targeted at the subcontractor's supervisory staff and workers. Once the training has been developed, the contractor shall submit in writing the proposed training program and training materials to the Project Engineer for approval. The training shall be provided annually before the beginning of each hurricane season and immediately before each subcontractor begins work. The contractor shall document the training and provide said documentation to the Project Engineer.

20. **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM:** The Owner promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services, as detailed in 2 CFR 200.321.

Disadvantaged Business Enterprises, as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The Contractor shall use their best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

21. **CONTRACT:** The contents of this RFP and all provisions of the successful proposal deemed pertinent by the Owner may be incorporated into a contract and become legally binding when approved and executed by both parties. Contents of the Contract may contain changes from the Owner's perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful Contractor's submittal and any additions or deletions made at the discretion of the Owner as a result of this RFP process. The contract may be terminated by the Owner for cause or for convenience. The Contract will be a standby contract for use in dealing with response to emergency situations. Work related to the Contract shall commence upon issuance of a Notice to Proceed.

22. **PROPRIETARY INFORMATION:** Proposers should be aware that the Request for Proposal and the responses thereto are in the public domain. However, the proposers may identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the Owner and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will also become the exclusive property of the Owner. The Owner has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal

submitted does not affect this right.

**23. LICENSES AND CERTIFICATES:**

- A. The Owner reserves the right to require proof that a Prospective Contractor is an established business operating in compliance with the law. Local and State Business Licenses are required for this proposal.
- B. Each Prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each firm shall submit with their proposal a copy of and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.
- C. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- D. The Proposer certifies that their company is a licensed General Contractor in the State of Louisiana. Proposer must submit a copy of the license with the proposal and be in good standing with State regulatory body. No specific designation is required, only that the company is properly licensed as a Contractor. See Louisiana Revised Statute 37: “A Louisiana State contractor’s license/registration is required if you contract, bid or perform work where the total project value including labor and materials exceeds the minimum threshold to hold a commercial license, residential license, mold remediation license, or a home improvement registration.” In addition, Debris Removal Contractors must be listed in [Sam.gov](http://Sam.gov) registry with good standing.
- E. Proposer certifies that proposer’s organization, or its subcontractor(s) is classified as an Oil Spill Removal Organization (OSRO) by the Coast Guard and maintains appropriate classification (M – W3) for all potential debris management specified in this RFP. This RFP requires River/Canal, Inland and Near Shore classifications. Classification must be kept in good standing for the duration of the Contract length.
- F. Contractor, or its subcontractor(s), must show its qualifications in the handling of Hazardous materials and house hold hazardous waste. This can be demonstrated listing the company's employees and their respective Haz-Wopper licenses and asbestos licenses. Proposer, or its subcontractor(s), must have qualified personnel currently employed to submit a proposal.

**24. CONTINUING THE WORK:** The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Owner and Contractor may otherwise agree in writing.

25. **WAIVER OF CLAIMS:** Once any contract resulting from this RFP expires, or final payment has been requested and made, the respective Contractor shall have no more than ninety (90) calendar days to present or file any claims against the Owner concerning such contract and thereafter, such claim shall be deemed waived.

26. **CHANGE IN SCOPE OF WORK**

- A. The Owner may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Owner and Contractor. It is noted that this is a unit price contract and nothing herein shall limit the number of units of work which may be required by a disaster. Once issued a Notice to Proceed (NTP), unless limited by area or amount, the Contractor shall proceed at the daily directive of the Owner with the entire work required hereunder.
- B. If the Contractor believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City of Walker's Representative in writing of this belief. If the Owner's Representative believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The Contractor may then assert its right to an adjustment under the terms and conditions set forth herein for claims.
- C. The Owner reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RFP process for materials, products, services, and/or items similar in nature to those specified within this RFP for which requirements were not known or realized at the time of issuance of the RFP.
- D. The Contractor shall commence performance on the date set forth in the Notice to Proceed which date shall be determined by the Owner prior to, during or after any disaster.
- E. The Contractor shall, after Notice to Proceed and with the Owner's direction, provide a work plan showing where operations will begin, and which streets/roads will be cleared on a daily basis. The plan will be updated each day of operation. Contractor shall provide a computerized daily update of progress, showing the streets cleared by web map, the volumes recovered, the location of crews, and the estimated percentage completion. Such program shall be web based and shall be accessible by the Owner with a password provided by Contractor or as an active website available without password to the public, as instructed by the Owner. Contractor shall provide examples of such work plan, their web-based programs, their plans for its use, and the hosting thereof in their proposal.

**DEBRIS SITE LOCATION:**

1. Walker, Louisiana

**27. USE OF PREMISES:**

- A. The Contractor shall assume full responsibility for any damage to any work areas or to the owner, homeowner, or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work. Contractor shall maintain a toll-free hotline answered 24 hours per day to professionally accept homeowner and other claims. Contractor shall provide in its proposal, a summary of and sample computerized documents exhibiting its complete claim resolution program to include computerized complaint logs, complaint report forms, site visit and inspection forms, and computerized resolution reporting forms and summaries for the Owner. Should any claim be made by any such owner or occupant because of accident, intentional act, the performance of the work, or for any other such reason the cause of which is the Contractor or their Subcontractors, Agents or Employees, the Contractor shall promptly settle with such party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall provide a weekly computerized update of all claims and complaints and their disposition, both individually and in summary form.
- B. During the progress of the work, the Contractor shall keep their sites free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish, and debris from and about the sites, as well as tools, appliances, equipment, machinery and/or surplus materials.
- C. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- D. No tracked equipment shall be allowed on public streets or Right of Way (ROW) without the written permission of the Owner.

- 28. ESTIMATED QUANTITIES:** The Owner reserves the right to increase or decrease estimated quantities as required. Estimated quantities as shown within of this RFP are for estimating and proposal purposes only. It is understood by all Prospective Contractors that these are only estimated quantities and the Owner is not obligated to purchase any minimum or maximum amount during the life of the contract. The actual volumes of any work can only be identified subsequent to a disaster, and as the work proceeds. The Contractor shall be required to perform all work required by the Contract regardless of volume.

29. **PERFORMANCE**: The selected Contractor shall perform the resulting contract in a timely fashion. If the disaster is such that it may reasonably be predicted in advance, Contractor shall have Management personnel within the Emergency Operations Center (EOC) 24-48 hours prior to the arrival of the disaster. If the disaster is such that the disaster could not be predicted, the Contractor shall have Management personnel within the EOC within 24 hours after the event. Contractor's Management personnel shall assist the Owner to plan a response, plan for the arrival of the event if possible, and to initiate the Emergency Push and initial debris removal and rescue operations. Contractor shall mobilize work crews and heavy equipment within such period of time as may be set forth within the Notice to Proceed. Crews shall be mobilized in a staggered phasing so as not to overwhelm the resources of the monitoring body.

Contractor shall describe its mobilization program and past experience with such mobilization. Contractor should clearly exhibit experience in large previous compelling mobilizations, to multiple sites, with short time frames.

30. **EQUIPMENT AVAILABILITY**: The selected Contractor shall provide number and proof of access to equipment, owned or leased by the Contractor, that will be made available for any and all disaster and non-disaster related projects. This does not include subcontractor equipment.

31. **PAYMENT AND PERFORMANCE BONDS**: The successful bidder shall be required to provide payment and performance (surety) bonds for the entire amount of the Contract price to insure the successful performance of the terms and conditions of the contract. The payment and performance bond shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the contract. The bond must be provided within seven (7) days of written Notice to Proceed.

The payment and performance bond is to be secured from a surety or insurance company listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, 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 ten percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed in this State to write surety bonds.

32. **PAYMENT/INVOICES**: All Prospective Contractors must specify on their Proposal letter the exact company name and address which must be the same as shown on invoices submitted for payment. Contract payments shall be made in arrears within fifteen (15) days after approval of a billing statement for actual work done by the Contractor(s). All billing statements or invoices submitted for payment shall be original and should be sent to **City of Walker** at the following address: **P.O. Box 217, Walker, LA 70785**

Billing statements or invoices should include company name and address, locations of where work has been performed, reconciliation sheets for each day's work, and support documentation as required. Payment of contractor by City of Walker is contingent upon the City of Walker being reimbursed by any private insurance company, local, state or federal government agency. The successful Contractor will be responsible for all work and/or debris deemed ineligible. In order for both parties herein to close their books and records, the contractor will clearly state "Final Invoice" on the contractor's final/last

billing to the City of Walker. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City of Walker.

Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, which includes information contained in the approved worksheets and/or debris ticket. The final format of the daily worksheet and information to be contained will be approved and agreed upon by the Contractor and the Contract Administrator. Any discrepancies between the Owner's records and the Contractor's submittals must be rectified, to Owner's satisfaction, by the Contractor, before payment on those items will be made by the Owner. Contractor shall computerize all tickets daily and present to the Owner as a summary reconciliation document within (48) hours of the daily completion of the work. Contractor shall note that thousands to tens of thousands of tickets may be produced per day and Contractor's plans and computer program must encompass such potential volumes. Contractor should provide sample forms and program formats; describe their data processing experience, their data management center (if any), their data management programs and procedures, and their key data management personnel in their proposal.

Owner and Contractor shall meet daily (within 48 hours of the issuance of the tickets) to reconcile tickets and work performed. Contractor shall revise the computerized reconciliation sheets with any corrections discovered and re-present a corrected Daily Reconciliation sheet to the Owner for signature within twenty-four (24) hours thereafter. Both the Owner and the Contractor shall execute each Daily Reconciliation sheet after being verified as correct. Such Daily Reconciliation sheets shall then become the basis for billing documentation.

33. **RECORDS AND RIGHT TO AUDIT:** The Contractor shall maintain adequate records, documents, and information to justify all charges, expenses and costs incurred in performing the work for at least five (5) years after completion of this contract. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection, reproduction, audit, and/or during normal business hours, at the Owner's expense, upon five (5) days prior written notice.
34. **SAFETY:** The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state, and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this contract. The Contractor, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for the safety and protection of the public, including securing areas, posting danger signs, placarding, labeling, or posting other forms of warning against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation, and/or removal of bio-solids, bio-hazardous waste, or any hazardous or toxic materials, trash debris, refuse, or waste, the Contractor, its subcontractor(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials, and hazardous operations, and shall exercise the utmost care and perform such activities under the supervision of properly qualified and/or competent personnel.

**35. INSURANCE REQUIREMENTS:**

**A.** Prior to the time Contractor is entitled to commence any part of the project, work or services, Contractor shall procure, pay for, and maintain at minimum the following insurance coverages with the stated limits or greater. Said insurance shall be evidenced by delivery to the Owner of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the Owner, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract and any additional extensions. In addition, the Owner reserves the right to request physical evidence of this coverage by requesting the policy declaration page, and/or an estopped from the agent and/or company verifying the coverage is and/or has been continually in effect. The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

1. **Commercial General Liability** - in the amount of five million dollars (\$5,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting contractor or shall be at least twice the required occurrence limit.
2. **Comprehensive Automobile and Water Vehicle Liability** - covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of one Million dollars (\$1,000,000.00) per occurrence combined single limit / Any Automobile Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
3. **Worker's Compensation** - Proposer shall provide a policy with employer's liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice.

Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

**B. Conditions:**

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

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverage's or limits, a notice thereof shall be given to the Owner by certified mail to: Contractor shall also notify the Owner, 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.

2. Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.
3. The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the City of Walker and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.
4. Owner shall be named as an additionally insured on all policies of insurance. The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the Owner to any such future coverage, or to the Owner's Self-Insured Retentions as, if any, of whatever nature.

**C. Subrogation:**

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

36. **LIQUIDATED DAMAGES:** Failure of the Contractor to comply with the requirements set forth in the Notice to Proceed may be subject, at the Owner's discretion, to liquidated damages in the amount of \$1,000.00 per day, per unaccounted for item listed in the Notice to Proceed. This may include equipment, personnel, timeframe to begin, etc.
37. **PUBLIC ENTITY CRIMES:** All Proposers are hereby notified that a person or affiliate, who has been placed on the convicted vendor list, or the Federal suspension and/or debarment list, may not submit a proposal under this Request for Proposal. By submitting this Proposal, the Proposal Contractor certifies they are not suspended or debarred nor does their submittal violate the provisions of this paragraph.
38. **CONFLICT OF INTEREST:** The Contractor shall promptly notify the Contract Administrator, in writing, by certified mail, of all potential CONFLICTS OF INTEREST for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such person may undertake, and request an opinion of the Owner as to whether the association, interest, or circumstance would, in the opinion of the Owner, constitute a conflict of interest. The Owner shall respond to such notification by certified mail within thirty (30) days.

BY SUBMITTING THIS PROPOSAL, THE CONTRACTOR CERTIFIES THAT THEY HAVE NO CONFLICT WITH ANY EMPLOYEE, AGENT, ELECTED OFFICIAL OR OFFICER OF OWNER, NOR ANY OTHER CONFLICT AS MAY BE SET FORTH HEREIN.

39. **COLLUSION:** More than one Proposal from an individual, firm, partnership, corporation, association and/or related parties under the same or different names will not

be considered. If the Owner believes that collusion exists among Proposers, all Proposals from the suspect firms will be rejected. Related parties mean Prospective Contractors or the principals thereof, which have a direct or indirect ownership and/or profit-sharing interest in another Prospective Contractor or Pro-Proposer.

Prospective Contractors shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and all resulting contract(s).

Prospective Contractors, by responding to this RFP, certify that such response is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**40. PROTEST PROCEDURE:**

A. PROPOSAL PROTESTS. Any actual or prospective bidder/proposer, who is allegedly aggrieved in connection with the issuance of a proposal package or pending award of a contract, may protest to the Owner.

B. REQUIREMENTS TO PROTEST:

a) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 pm on the fifth full business day after issuance of the proposal package.

b) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 pm on the fifth business day after the posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

c) A formal written protest is considered filed with the Owner when the Contract Administrator receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the proposer.

C. SOLE REMEDY. These procedures shall be the sole remedy for challenging the content of this RFP or the award of a contract. Prospective Contractors are prohibited from attempts to influence, persuade, or promote a proposal protest through any other channels or means. Such attempts shall be cause for suspension of the offending party's proposal and protest.

D. AUTHORITY TO RESOLVE. The Contract Administrator shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 pm on the fifth business day after the filing thereof.

- E. REVIEW OF CONTRACT ADMINISTRATOR'S DECISION. The protesting party may request a review of the Contract Administrator's decision by delivering a written request by 5:00 pm on the fifth full business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the proposer deems relevant to the issues raised in the request for review. If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the Contract Administrator shall immediately cancel or revise the solicitation or award as the Contract Administrator may deem appropriate.

If it is determined that the solicitation or award should be upheld, the Contract Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 pm on the fifth full business day after the protest. The decision shall be final and conclusive as to the Owner unless any further action is taken by the party making the original protest.

- F. STAY OF PROCUREMENT DURING PROTESTS. There shall be no stay of procurement during protests.
40. **AWARD AND TERM:** The Owner reserves the right to award a contract or contracts to the Contractor(s) that the Owner deems to offer the best overall proposal. The Owner is therefore not bound to accept a proposal on the basis of lowest price. In addition, the Owner, at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, or to re-advertise with either the identical or revised specifications, if it is deemed in the best interest of the Owner to do so. The Owner also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the Owner's best interest. At the discretion of the Owner, the successful Contractor(s) may be awarded a contract for one (1) year with two (2) subsequent one (1) year renewals permissible, upon mutual written agreement and, approval of Owner.
41. **JURISDICTION:** This Request for Proposal and any resulting Contract shall be general by the Laws of the State of Louisiana.

#### **SCOPE OF WORK:**

The City of Walker is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the City of Walker for the following services. Contractors shall provide clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the City of Walker in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improve public or private property and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance to City of Walker officials. One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. At the discretion of the Owner, the successful Contractor(s) may be awarded a contract for one (1) year with two (2) subsequent one (1) year renewals permissible, upon mutual written agreement and, approval of Owner.

The work to be undertaken includes, but is not limited to:

- A. Emergency Road Clearance: Removal of debris from the primary transportation routes as directed by the City of Walker.
- B. Debris Removal from Public Property: Removal of debris from public rights of way. Removal of debris beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
- C. Debris Removal from Private Property: Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the City of Walker, will accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
- D. Debris Removal from Rights of Way (ROW) with FHWA Requirements: Federal-Aid Requirements of the Federal Highway Administration's Form FHWA-1273 titled "Required Contract Provisions – Federal-Aid Construction Contracts" shall apply to all work performed by the Contractor or any of its Subcontractors.
- E. Debris Removal from Waterways: Removal of debris from waterways (i.e., rivers, streams, canals, bayous, lakes, bays, ditches, etc.) may be conducted in emergency and non-emergency projects and must follow the requirements set forth in required permits and guidance from the local, State or federal funding agency.
- F. Debris Management Sites, (DMS): The Contractor will acquire sufficient Debris Management Sites and City of Walker will acquire the necessary Louisiana Department of Environmental Quality Permits in order to process storm generated debris. The Contractor will prepare and maintain the required number of DMS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of DMS approach and interior road(s) that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the City of Walker. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

- G. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the City of Walker in accordance with all applicable Federal, State and local laws, standards and regulations.
- H. Demolition of Hazardous or Condemned Structures that are a hazard to public health.
- I. Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations.

- J. Documentation and Inspections: Storm debris shall be subject to inspection by the City of Walker. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the City of Walker access to all work sites and disposal areas. The Contractor and the City of Walker will have in place at the Temporary Debris Staging and Reduction Sites, (DMS), personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS's. The Contractor will assist the City of Walker in preparation of the Federal, (FEMA), and State reports for any potential reimbursement through the training of City of Walker employees and the review of documentation prior to submittal.
- K. Work Sites: The City of Walker will approve all sites that the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to or better than the original condition of the site.
- L. White goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- M. Hazardous Stumps: The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the City of Walker. Stumps will be hauled to DMS where they shall be inspected and categorized by size.
- N. Clean Fill Dirt: The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stump ends, and other areas that pose a hazard to public access upon direction by the City of Walker. This clean fill dirt shall be compacted as directed by the City of Walker.
- O. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:
  - 1. Recovery process documentation- create recovery process documentation plan
  - 2. Maintain documentation of recovery process
  - 3. Provide written and oral status as requested by the City of Walker
  - 4. Review documentation for accuracy and quantity
  - 5. Assist in preparation of claim documentation

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

ATTACHMENT I

Price Schedule

Item No.	Description	UOM	UOM (Alternate)
1	<b>ROW Vegetative Debris Removal:</b> <i>Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to approved debris management site (DMS) or approved final disposal site.</i>	\$ Per Cubic Yard (CY)	\$ Per Ton (Alternate)
a	0-15 miles		
b	16-30 miles		
c	31-60 miles		
d	Greater than 60 miles		
2	<b>ROW C&amp;D Debris Removal:</b> <i>Work consists of the collection and transportation of eligible C&amp;D on the ROW or public property to approved debris management site (DMS) or approved final disposal site.</i>	\$ Per Cubic Yard (CY)	\$ Per Ton (Alternate)
a	0-15 miles		
b	16-30 miles		
c	31-60 miles		
d	Greater than 60 miles		
3	<b>Demolition, Removal, Transport and Disposal of Non-RACM Structures:</b> <i>Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to approved final disposal site.</i>	\$ Per Cubic Yard (CY)	\$ Per Ton (Alternate)
a	0-15 miles		
b	16-30 miles		
c	31-60 miles		
d	Greater than 60 miles		
4	<b>Demolition, Removal, Transport and Disposal of RACM Structures:</b> <i>Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to approved final disposal site.</i>	\$ Per Cubic Yard (CY)	\$ Per Ton (Alternate)
a	0-15 miles		

b	16-30 miles		
c	31-60 miles		
d	Greater than 60 miles		
5	<b>DMS Management and Reduction by Grinding:</b> <i>Work consists of managing and operating DMS for acceptance of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.</i>	<b>\$ Per Cubic Yard (CY)</b>	<b>\$ Per Ton (Alternate)</b>
6	<b>DMS Management and Reduction by Air Curtain Incineration:</b> <i>Work consists of managing and operating DMS for acceptance of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.</i>	<b>\$ Per Cubic Yard (CY)</b>	<b>\$ Per Ton (Alternate)</b>
7	<b>DMS Management and Operations by Open Burning:</b> <i>Work consists of managing and operating DMS for acceptance of eligible vegetative disaster related debris through open burning. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.</i>	<b>\$ Per Cubic Yard (CY)</b>	<b>\$ Per Ton (Alternate)</b>
8	<b>Haul-out of Reduced Debris to Approved Final Disposal Site:</b> <i>Work consists of loading and transporting reduced eligible disaster related debris at approved DMS to designated final disposal site.</i>	<b>\$ Per Cubic Yard (CY)</b>	<b>\$ Per Ton (Alternate)</b>
a	0-15 miles		
b	16-30 miles		
c	31-60 miles		
d	Greater than 60 miles		

9	<b>Removal of Hazardous Trees and Limbs:</b> <i>Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of Scope of Services.</i>	\$ Per Tree	
a	6 inch to 12.99 inch diameter		
b	13 inch to 24.99 inch diameter		
c	25 inch to 36.99 inch diameter		
d	37 inch to 48.99 inch diameter		
e	49 inch and larger diameter		
f	Hanger Removal (Per Tree)		
10	<b>Removal of Hazardous Stumps:</b> <i>Work consists of removing eligible hazardous stumps and transporting resulting debris [from the ROW to approved DMS. Rate includes removal, backup of stump hole, reduction, and final disposal.</i>	\$ Per Stump	
a	24.1 inch to 36.99 inch diameter		
b	37 inch to 48.99 inch diameter		
c	49 inch and larger diameter		
11	<b>ROW White Goods Debris Removal:</b> <i>Work consists of the removal of eligible White Goods from the ROW to approved OMS or approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the approved OMS to approved facility for recycling.</i>	\$ Per Unit	
a	Refrigerators and freezers requiring refrigerant recovery and decontamination		
b	Washers, dryers, stoves, ovens, AC units, and hot water heaters		
12	<b>Used Electronics Removal:</b> <i>Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.</i>	\$ Per Unit	



13	<b>Household Hazardous Waste Removal, Transport, and Disposal:</b> <i>Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to approved permitted hazardous waste facility or MSW type I landfill.</i>	<b>\$ Per Pound</b>	
14	<b>Abandoned Vehicle and Vessel Removal:</b> <i>Work consists of removal and transport of eligible abandoned vehicles and vessels.</i>	<b>\$ Per Unit</b>	
a	Passenger Car		
b	Single Axle		
c	Vessel less than 20 linear feet		
c	Vessels 21 linear feet and greater		
d	Double Axle		
15	<b>Dead Animal Carcasses:</b> <i>Work consists of the recovery and disposal of dead animal carcasses.</i>	<b>\$ Per Pound</b>	
16	<b>Waterway Debris Removal:</b> <i>Work consists of the removal of identified waterway debris and placement at an approved staging area. Hauling to an approved debris management site or approved final disposal shall be performed under Item No. 1 and 2.</i>	<b>\$ Per Cubic Yard (CY)</b>	<b>\$ Per Linear Foot (LF)</b>
a	Land-based		
b	Marine-based		

NOTES:

1. The City of Walker will be responsible for all tipping fees at all authorized landfills or final disposal locations utilized by the contractor.
2. Includes management of site remediation.
3. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under item 1.
4. Invoices to be based on incoming load tickets.

5. Invoices to be based on outgoing load tickets.
6. The contractor and/or its subcontractor(s) will be responsible for all aspects of demolition to include decommissioning, utility disconnects, title clearance, Right of Entry and historical preservation clearance. These responsibilities should be considered when proposing pricing. Please include RACM and non-RACM distinction within the pricing list.
7. All generators that may be utilized during the disaster debris removal should be listed at a daily, weekly and monthly rate.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

## **ATTACHMENT II**

### **EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	
JD 644 Wheel Loader with debris grapple	Hour	
Extendaboom Forklift with debris grapple	Hour	
753 Bobcat Skid Steer Loader with debris grapple	Hour	
753 Bobcat Skid Steer Loader with bucket	Hour	
753 Bobcat Skid Steer Loader with street Sweeper	Hour	
30-50 HP Farm Tractor with box blade or rake	Hour	
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	
3-4 Cu.Yd. Articulated Loader with bucket	Hour	
JD 648E Log Skidder or equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D8 Dozer	Hour	
CAT 125 – 140 HP Motor Grader	Hour	
JD 690 Trackhoe with debris grapple	Hour	
JD 690 Trackhoe with bucket & thumb	Hour	
Rubber Tired Trackhoe with debris grapple	Hour	
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	
Rubber Tired Excavator with debris grapple	Hour	
210 Prentiss Knuckleboom with debris grapple	Hour	
Self-Loader Scraper Cat 623 or equivalent	Hour	
Hand Fed Debris Chipper	Hour	
300 – 400 Tub Grinder	Hour	
800 – 1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane	Hour	
50 Tone Crane	Hour	
100 Ton Crane (8-hour minimum)	Hour	
40-60' Bucket Truck	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	
Equipment Transports	Hour	
Pickup Truck, Unmanned	Hour	
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	
Trailer Dump, 24 – 40 Cu.Yd.	Hour	
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	

## LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
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Operations Manager	Hour	
Superintendent with truck, phone & radio	Hour	
Foreman with truck, phone & radio	Hour	
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	
Inspector with vehicle, phone & radio	Hour	
Climber with gear	Hour	
Saw Hand with chainsaw	Hour	
Laborers & Flagmen	Hour	
Public Assistance Manager	Hour	
Documentation Clerk	Hour	
Timekeeper	Hour	
HazMat Professional	Hour	
Household HazMat Inspection & Removal Crew	Hour	
Generators from 10 KW to 300 KW		
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes – purchased, placed & shaped	CY	

Notes:

1. The equipment, labor and material rates shown above are for tasks requested by the City of Walker which are not covered in the rates (per cubic yard/linear feet) for normal removal and reduction.
2. Pricing includes operator, fuel and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. Proposer will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following a disaster. Proposer shall have access and contacts for any other equipment that might be required and will negotiate a rate with the City of Walker if the need arises for equipment not listed.

**Proposer's Logo**

**PROPOSAL FORM**

Date: \_\_\_\_\_

To: City of Walker  
Attention: Kelsey Murray  
P.O. Box 217  
Walker, LA 70785

Re: Request for Proposal  
STANDBY CONTRACT FOR DEBRIS REMOVAL AND SITE MANAGEMENT FOR  
DEBRIS REDUCTION, EMERGENCY ROADWAY DEBRIS CLEARANCE AND  
WATERWAY DEBRIS REMOVAL

1. The undersigned, having carefully and to our full satisfaction examined the RFP documents for STANDBY CONTRACT FOR DEBRIS REMOVAL AND SITE MANAGEMENT FOR DEBRIS REDUCTION, EMERGENCY ROADWAY DEBRIS CLEARANCE AND WATERWAY DEBRIS REMOVAL
2. By submission of this Proposal, the undersigned certifies, and in the case of a joint proposal, each party hereto certifies as to his own organization and the joint venture, that this Proposal is made in good faith and has arrived at independently, without collusion, consultation, communication or agreement as to any matter to this Proposal with any other Proposer.

Submitted by: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Company Name (print): \_\_\_\_\_

Phone (print): \_\_\_\_\_

Company Address (print): \_\_\_\_\_

City, State, Zip Code (print): \_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_

Phone/Fax Number: \_\_\_\_\_

(Corporate Seal)

## **REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES**

The City of Walker is seeking assistance for engineering services and implementation of the City of Walker Taylor Bayou Drainage Improvements Project funded through the Louisiana Division of Administration, Office of Community Development (OCD) utilizing Community Development Block Grant-Disaster Recover (CDBG-DR) and Mitigation Funds for mitigation projects under the Louisiana Watershed Initiative (LWI) program. This project is a drainage improvements focused project that includes the design and study of a culvert crossing replacement at Pleasant Ridge Drive, design and development of two medium scale detention ponds in the watershed, and channel improvements from I-12 to approximately Buddy Ellis along Taylor Bayou.

### **PART ONE: SCOPE OF SERVICES**

The City of Walker is soliciting qualification statements for engineering services to assist the City of Walker design engineering and inspections of this project in compliance with CDBG-DR Program requirements. The agreement will be on a lump sum, fixed price basis (or cost reimbursement "not to exceed" basis), with payment terms to be negotiated with the selected offeror. Reimbursement for services will be contingent on the City of Walker receiving funding from the Louisiana Division of Administration – Office of Community Development (OCD). The maximum amount of engineering fees that can be with Disaster Recovery CDBG funds will be determined by the OCD/DRU and may require adjustments in the proposed contract amount.

The services to be provided will include, but may not be limited to:

1. Topographical Survey – necessary topographical survey to facilitate the design and hydraulic modeling efforts for this project.
2. Hydrologic & Hydraulic Study – Necessary modeling efforts to meet all OCD/LWI Design requirements and show positive benefits for the associated proposed improvements.
3. Geotechnical Assessment – either through the selected firm or their sub-consultant, Geotechnical Engineering reporting and evaluation necessary for proposed improvements.
4. Environmental Services –Environmental investigation efforts and necessary wetlands permitting as well as all other requirements to follow NEPA process, as required by OCD.
5. Engineering Design – Engineering design of proposed improvements to conform to all required applicable design standards. This should include final plans and specifications incorporating all changes and necessary approvals including any agency permit stipulations. This shall also include estimates of probable construction costs at both the preliminary and final plan stages.
6. ROW/Servitude (Mapping, Legal, Abstracting, Appraising and Acquisition) – Consultant to self perform or team with sub-consultant to provide the necessary ROW/servitude mapping, title abstracting, appraising, and negotiation and acquisition services following USPAP standards, or as required by OCD, for the project.

7. Bid Phase Services - Assisting the administrative staff with the construction bid package in conformance with applicable federal requirements and supervising the bid advertising, tabulation, and award process, including preparing the advertisements for bid solicitation, conducting the bid opening, and issuing the notice to proceed.
8. Construction Observation and Administration - Assist in conducting the preconstruction conference. Field staking (if requested), on-site supervision of construction work, and preparing inspection reports. Reviewing and approving all contractor requests for payment and submitting approved requests to the governing body. Providing reproducible 'as-built' plan drawings to the City of Walker upon project completion. Conducting final inspection and coordinating associated testing efforts. Construction Administration services also include any necessary Davis Bacon or Davis Bacon Related Act compliance work such as conducting employee payroll interviews and review of payrolls to ensure compliance.
9. Other project engineering or support services requested by City of Walker or as required by OCD.

## **PART TWO: REQUEST FOR QUALIFICATION STATEMENTS**

The following information should be included under the title "RFQ for Engineering Services - Taylor Bayou Drainage Improvements":

1. Name of Respondent
2. Respondent address
3. Respondent telephone number
4. Respondent federal tax identification number
5. Name, title address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Respondent on behalf of the Respondent.

### **Contents of RFQ**

Respondents should letter and number responses exactly as the questions are presented herein. Interested Respondents are invited to submit RFQs that contain the following information:

1. Introduction (transmittal letter)
2. Background and Experience
3. Specialized Knowledge
4. Personnel/Professional Qualifications

#### **1. Introduction (transmittal letter)**

By signing the letter, the Respondent certifies that the signatory is authorized to bind the Respondent. The RFQ response should include:

- a. A brief statement of the Respondent's understanding of the scope of the work to be performed;
- b. A confirmation that the Respondent meets the appropriate state licensing requirements to practice in the State of Louisiana;
- c. A confirmation that the Respondent has not had a record of substandard work within the last five years;
- d. A confirmation that the Respondent has not engaged in any unethical practices within the last five years;

- e. A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- f. Any other information that the Respondent feels appropriate;
- g. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the RFQ

## **2. Background and Experience**

Respondents should:

- a. Describe Respondent's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.
- b. Describe any prior engagements in which Respondent's firm assisted a governmental entity in dealings with Disaster Recovery projects and any other projects relating to CDBG. Respondent should include all examples of work in the past ten (10) years on similar projects as described in Part One. Respondent should provide a list of completed Disaster Recovery or projects, and/or similar CDBG projects. Preference is for the types of projects similar to those described in Part One. Respondent should provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects referenced in this section were conducted. Respondent should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work and compliance with performance schedules Respondent cites in this section.
- c. Describe the firm's workload and current capacity to accomplish the work in the required time
- d. Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Respondent's firm to handle the proposed project(s).
- e. Describe Respondent's firm's presence in and commitment to Louisiana.
- f. Provide current information on professional errors and omissions coverage carried by Respondent's firm, including amount of coverage.
- g. Provide evidence of adequate financial stability through certified financial statements, including a balance sheet and income statement. The state reserves the right to request any additional information to assure itself of a Respondent's financial status.

## **3. Specialized Knowledge**

Respondents should:

- a. Describe their knowledge and experience in the particular types of projects described in Part One.
- b. Describe their knowledge of HUD's requirements for the Community Development Block Grant Program. Describe their knowledge of OCD/DRU Disaster Recovery program.

## **4. Personnel/Professional Qualifications**

Respondents should:

- a. Identify staff members (as applicable), in the job classifications of (1) Principal in Charge, (2) Project Engineer, (3) Senior Engineer, (4) Mid-level Engineer, (5) Junior Engineer (6) Surveyor, (7) Engineer interns (8) Senior CAD technician, (9)CAD technician, and (10) Engineering technician; who would be assigned to act for Respondent's firm in key management and field positions providing the services described in Part One: Scope of Services, and the functions to be performed by each.
- b. Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, fax number, email address, education, and years and type of experience. Describe, for each such person, the projects relevant to CDBG and/or Disaster



Recovery on which they have worked. Provide the names, telephone numbers, and email addresses of contact persons with the firms or organizations with whom these staff members worked on CDBG, Federal Grant, and/or Disaster Recovery projects.

- c. Estimate the number of persons to be assigned to this project, indicating the number working in Louisiana and the number working elsewhere.

**PART THREE: SELECTION CRITERIA**

The City of Walker shall evaluate each potential contractor in terms of its:

- 1. Professional qualifications necessary for satisfactory performance of required services;
- 2. Specialized experience and technical competence in the type of work required,
- 3. Capacity to accomplish the work in the required time;
- 4. Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
- 5. Location in the general geographical area of the project and knowledge of the locality of the project; provided, that application of this criterion leaves an appropriate number of qualified firms, given the nature and size of the project;

Respondents will be evaluated on the basis of the written materials submitted and according to the following factors:

- |   |         |
|---|---------|
| 1. Background and experience of the firm with this type of project  | 30 pts. |
| 2. Personnel/professional qualifications and professional knowledge | 20 pts. |
| 3. Current capacity to accomplish the work in the required time     | 15 pts. |
| 4. Past performance in contracts                                    | 15 pts. |
| 5. Firm’s Understanding of the project and City needs               | 20 pts. |

The procedures for the selection of a firm will be in accordance with the procurement requirements of the 2 Code of Federal Regulations (C.F.R.) Part 200. All responses received will be evaluated in accordance with the selection criteria and corresponding point system. In the event of a tie, oral interviews will be held with those firms. As a result of the interviews, the City of Walker will determine which firm will be selected to enter into contract negotiations. Unsuccessful firms will be notified as soon as possible.

Official Bid Documents are available at Central Bidding ([www.centralbidding.com](http://www.centralbidding.com)). Electronic Bids may be submitted at Central Bidding ([www.centralbidding.com](http://www.centralbidding.com)). For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.

Questions should be addressed to Kelsey Murray at (225)-665-4356. Responses to this RFQ should be hand-delivered to Kelsey Murray, at the City of Walker at 13600 Aydell Lane Walker, LA 70785 or mailed to Kelsey Murray at the City of Walker at P.O. Box 217, Walker, LA 70785.

Responses to this RFQ must be received no later than 11:00 a.m. on April 18, 2024. Please state "RFQ for Engineering Services - Taylor Bayou Drainage Improvements" on the cover.

## **PUBLIC NOTICE**

A PUBLIC HEARING WILL BE HELD AT THE LIVINGSTON MUNICIPAL BUILDING, 20550 CIRCLE DRIVE, LIVINGSTON, LOUISIANA, ON WEDNESDAY APRIL 3, 2024, 6:00 P.M. . AND THURSDAY APRIL 11, 2024 AT 5:30 P.M.

THE PURPOSE OF THE HEARING WILL BE TO CONSIDER THE FOLLOWING:

- 1. Style Holding, LLC – Requesting a Residential Diversity Overlay/ Development (RDO) for property located on McLin/Florida Blvd.**

THE ABOVE WILL BE CONSIDERED FOR APPROVAL AT THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN TO BE HELD THURSDAY, APRIL 11, 2024, 6:00 P.M.

For any questions contact Livingston Municipal Building Monday – Thursday 7:00 a.m. – 5:00 p.m., 225-686-7153.

PUBLISH: 03/14/2024, 03/21/2024, and 03/28/2024.

Regular meeting  
February 21st 2024

There was a public hearing on Ordinance 223 changing the meeting time from 7:00 PM to 6:00 PM , there was a no public input.

Motion was made by Jimmy Fabre seconded by Greg Hill to close the public hearing.

Yays: Bryson, Fabre Hill  
Nays: None  
Absent: Starkey, Stoetzner  
Abstain: None

The regular monthly meeting for the Mayor and the Board of Alderman was held on Wednesday February 21, 2024, at 7:00 PM at the Springfield Municipal Building located at 27378 Hwy 42. Mayor Tommy Abels and Alderman Tracy Bryson Jimmy Fabre and Greg Hill were present. Alderman Marty Starkey and Hunter Stoetzner were absent, the town attorney was also absent.

Motion by Tracy Bryson seconded by Greg Hill to accept the financial statements and minutes for January 2024.

Yays: Bryson, Fabre Hill  
Nays: None  
Absent: Starkey, Stoetzner  
Abstain: None

Motion by Tracy Bryson seconded by Jimmy Fabre to adopt the resolution excepting Cullom Rd. as substantially complete.

Yays: Bryson, Fabre Hill  
Nays: None  
Absent: Starkey, Stoetzner  
Abstain: None

Motion by Jimmy Fabre seconded by Greg Hill to amend ordinance 223 to change meeting time from 7:00 PM to 6:00 PM effective next town meeting

Yays: Bryson, Fabre Hill  
Nays: None  
Absent: Starkey, Stoetzner  
Abstain: None

motion by Tracy Bryson seconded by Greg hill to renew Caine's Family Market, Mami's Mexican Restaurant and Riverstops alcohol license.

Yays: Bryson, Fabre Hill  
Nays: None  
Absent: Starkey, Stoetzner  
Abstain: None

Motion by Greg hill seconded by Tracy Bryson to purchase two computers for court.

Yays: Bryson, Fabre Hill  
Nays: None  
Absent: Starkey, Stoetzner  
Abstain: None

Motion by Tracy Bryson seconded by Greg Hill to rig out new police unit for around 10,000.00 and to pay for it out of the General Fund. The General Fund will be paid back when Durango Police Unit is sold.

Yays: Bryson, Fabre Hill  
Nays: None  
Absent: Starkey, Stoetzner  
Abstain: None

Motion by Jimmy Fabre seconded by Greg Hill to adjourn.

Yays: Bryson, Fabre Hill  
Nays: None  
Absent: Starkey, Stoetzner  
Abstain: None

*Marie Kreutzer*

---

Marie Kreutzer, Town Clerk

**STATE OF LOUISIANA  
PARISH OF LIVINGSTON**

**A RESOLUTION OF THE LIVINGSTON PARISH COUNCIL  
LPR NO. 24-088**

The following resolution was offered by Ryan Chavers and duly seconded by John Mangus:

**WHEREAS**, the Presidential Preference Primary/Municipal Primary election is scheduled to be held on Saturday, March 23, 2024; and

**WHEREAS**, the polling locations of Precincts 2 and 2A in the Parish of Livingston, State of Louisiana are established at South Live Oak Elementary School, 8400 Cecil Drive, Watson, Louisiana 70786; and

**WHEREAS**, the principal of South Live Oak Elementary School contacted Mr. Jason Harris, the Livingston Parish Clerk of Court, to advise of a conflict whereupon the school's annual Spring Festival will be held on the same date as the Presidential Preference Primary/Municipal Primary election on Saturday, March 23, 2024; and

**WHEREAS**, due to this conflict, the polling location of Precincts 2 and 2A will be forced to temporarily relocate to another location; and

**WHEREAS**, a temporary polling location was offered by the principal of Live Oak Middle School being addressed at 8444 Cecil Drive, Denham Springs, LA 70706 and who is located next door to South Live Oak Elementary School; and

**WHEREAS**, Precincts 2 and 2A will have the use the lobby of Live Oak Middle School, as to not interfere with the polling location of Precincts 4, 4A and 4B established in the school cafeteria of Live Oak Middle School; and

**WHEREAS**, the Livingston Parish Clerk of Court's office has notified the Livingston Parish Council that it wishes to temporarily relocate Precincts 2 and 2A established at South Live Oak Elementary School located at 8400 Cecil Drive, Watson, Louisiana 70786, to the address next door being in the lobby of Live Oak Middle School addressed at 8444 Cecil Drive, Denham Springs, LA 70706; and

**WHEREAS**, the temporary location of Precincts 2 and 2A will be used only once for the Presidential Preference Primary/Municipal Primary election on Saturday, March 23, 2024 and then it shall return back to its polling domicile of South Live Oak Elementary School located at 8400 Cecil Drive, Watson, Louisiana 70786.

**BE IT THEREFORE RESOLVED** by the Livingston Parish Council under the authority granted by Louisiana R.S. 18:534, and pursuant to the request and recommendation by the Livingston Parish Clerk of Court's office that voting Precincts 2 and 2A are hereby temporarily relocated from South Live Oak Elementary School located at 8400 Cecil Drive, Watson, Louisiana 70786 and shall be assigned to the lobby of Live Oak Middle School addressed at 8444 Cecil Drive, Denham Springs, LA 70706; and

**BE IT THEREFORE RESOLVED** that this temporary relocation shall only be used for the Presidential Preference Primary/Municipal Primary election held on Saturday, March 23, 2024, after which, Precincts 2 and 2A shall return back to its initial polling location of South Live Oak Elementary School located at 8400 Cecil Drive, Watson, Louisiana 70786.

**BE IT FURTHER RESOLVED** by the Livingston Parish Council that the Council Clerk is hereby directed to carry out the mandates of R.S. 18:535 et. seq. by giving such notice and taking such steps as required to adequately notify candidates and voters of said change.

Upon being submitted to a vote, the vote thereon was as follows:

YEAS: MR. COATES, MR. CHAVERS, MR. TAYLOR, MS. SANDEFUR,  
MR. ERDEY, MR. GOFF, MR. WATTS, MR. MANGUS, MR. WASCOM

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

Thereupon the Chair declared that the Resolution had carried and was adopted.

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**C E R T I F I C A T E**

I, Sandy C. Teal, do hereby certify that I am the duly appointed Clerk of the Livingston Parish Council, State of Louisiana. I hereby further certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Livingston Parish Council at a regular meeting held on February 22, 2024, in which meeting a quorum was present.

WITNESS my official signature and seal of office at Livingston, Louisiana, this the 26<sup>th</sup> day of February 2024.

*\s\ Sandy C. Teal*

Sandy C. Teal, Council Clerk  
Livingston Parish Council

**EXHIBIT "A"**

<b>JUBAN CROSSING COMMUNITY DEVELOPMENT DISTRICT</b>			
2024 Revenue, Expenditures and Changes in Fund Balance Budget			
For the period beginning April 2024 to March 2025			
	General	Debt Service	Total Governmental
	Fund	Fund	Funds
<b>Revenue</b>			
Sales Tax Revenue	27,200	-	27,200
Other Income	-	-	-
<b>Total Revenue</b>	<b>27,200</b>	<b>-</b>	<b>27,200</b>
<b>Expenditures</b>			
Current:			
Tax Collector Fee	3,264	-	3,264
Debt Service:			
Interest Payment	-	-	-
Principal Payment	-	-	-
Capital Outlay	23,000	-	23,000
<b>Total Expenditures</b>	<b>26,264</b>	<b>-</b>	<b>26,264</b>
<b>Deficiency of Revenues Under</b>			
<b>Expenditures</b>	<b>936</b>	<b>-</b>	<b>936</b>
<b>Other Financing (Uses)</b>			
Debt Service Reserve Fund	-	-	-

Transfer In	-	936	936
Transfer Out	-	-	-
DSR Fund	-	-	-
Developer Contribution		-	-
<b>Total Other Financing Sources (Use)</b>	-	936	936
<b>Net Change in Fund Balance</b>	936		936



**Minutes of the Juban Crossing Community Development District  
Livingston, Louisiana  
February 22, 2024**

The Livingston Parish Council met as the Board of Supervisors of the Juban Crossing Community Development District being duly called, advertised and convened at its regular meeting place, the Parish Council Chambers, Governmental Building, 20355 Government Boulevard, Livingston, Louisiana, on Thursday, February 22, 2024, at the hour of five forty-five (5:45) p.m. with the following members present:

Billy Taylor	Lonnie Watts
Erin Sandefur	John Mangus
Joseph "Joe" Erdey	Dean Coates
Ricky Goff	Ryan Chavers
John Wascom	

Also present: Mr. Brad Cascio, Parish Legal Counsel  
Parish President Randy Delatte

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The chair called the meeting to order and read the title of agenda item 3, "Consideration and Approval of: A Resolution of the Juban Crossing Community Development District, Parish of Livingston, State of Louisiana to adopt the operating budget of revenues and expenditures for the calendar year 2024."

The chair spoke briefly about the Juban Crossing Community Development District and invited Mr. Scott Crawford, attorney for Juban Crossing, to come to the front and asked if he would answer any questions that anyone might have.

Mr. Crawford addressed the members of the Board and explained that he represented the development at Juban Crossing. He spoke briefly about the history of Juban Crossing from its beginning until the present day.

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The chair stated:

WHEREAS, the District is required to annually adopt an annual budget (the "Annual Budget"); and

WHEREAS, it is the desire of the District to adopt the budget attached hereto as EXHIBIT "A" as its Annual Budget; and

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of Livingston Parish, acting as the governing authority of the District (the "Governing Authority"), that:

SECTION 1. Adoption of Budget. The budget attached hereto as EXHIBIT "A" is hereby adopted in its entirety as the required Annual Budget of the District.

SECTION 2. Effective Date. This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

SECTION 3. Publication. This Resolution shall be published as required in the official journal of the District.

The chair called upon the Parish President who requested to speak.

Parish President Randy Delatte stated that they were for this tax break, he didn't know legally if we can. He had just spoken with the attorney. He explained that the Governor signed an executive order that day that formed a new taxing district for each one (1) of the sixty-four (64) parishes. He further stated that they wanted this to go forward and maybe they could adopt it contingent on the Governor's executive order.

**RESOLUTION NO. 2024-JCCDD001  
JUBAN CROSSING COMMUNITY DEVELOPMENT DISTRICT,  
PARISH OF LIVINGSTON, STATE OF LOUISIANA**

The following resolution was offered by John Mangus and seconded by Lonnie Watts:

**A RESOLUTION OF THE JUBAN CROSSING COMMUNITY  
DEVELOPMENT DISTRICT, PARISH OF LIVINGSTON, STATE OF  
LOUISIANA TO ADOPT THE OPERATING BUDGET OF REVENUES  
AND EXPENDITURES FOR THE FISCAL YEAR 2024.**

**WHEREAS**, Juban Crossing Community Development District, Parish of Livingston, State of Louisiana (the "District" or "Issuer") is a community development district organized and existing under the provisions of Chapter 27 -B of Title 33 of the Louisiana Revised Statutes of 1950, as amended, (La. R.S. 33:9039.11 through 9039.37 inclusive) (the "CDD Act"), and pursuant to an Ordinance duly adopted by the Parish Council of the Parish of Livingston, State of Louisiana on January 25, 2007, and effective thereon (the "CDD Ordinance"), which District is comprised of and includes all of the immovable property situated within the described boundaries, all as more fully set forth and described in the CDD Ordinance; and

**WHEREAS**, the District is required to annually adopt an annual budget (the "Annual Budget"); and

**WHEREAS**, it is the desire of the District to adopt the budget attached hereto as EXHIBIT "A" as its Annual Budget; and

**NOW, THEREFORE, BE IT RESOLVED** by the Parish Council of Livingston Parish, acting as the governing authority of the District (the "Governing Authority"), that:

**SECTION 1. Adoption of Budget.** The budget attached hereto as EXHIBIT "A" is hereby adopted in its entirety as the required Annual Budget of the District.

**SECTION 2. Effective Date.** This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

**SECTION 3. Publication.** This Resolution shall be published as required in the official journal of the District.

This Resolution, having been submitted to a vote in regular session assembled, by the Parish Council of Livingston Parish, as governing authority for the Juban Crossing Community Development District, the vote thereon being as follows:

YEAS: MR. COATES, MR. CHAVERS, MR. TAYLOR, MS. SANDEFUR,  
MR. ERDEY, MR. GOFF, MR. WATTS, MR. MANGUS, MR. WASCOM

NAYS: NONE

ABSTAIN: NONE

ABSENT: NONE

**WHEREUPON**, this resolution was declared to be adopted on the 22nd day of February, 2024.

*/s/ Sandy C. Teal*

Parish Clerk

*/s/ John Wascom*

Council Chairman

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Councilman Ricky Goff questioned what the Parish President had mentioned about the Governor's Executive Order and stated that he wanted to make sure that they were passing what they needed to pass correctly. He asked if Mr. Crawford had any knowledge about this matter. Mr. Crawford advised that he did not.

The Parish President stated that he would pass it contingent on the Governor's Executive Order that day. Each one of the sixty-four (64) parishes he formed the industrial board, it was in the Morning Advocate and they all had received emails. He would just say contingent on that board. He stated that the new board formed is the sheriff, the parish president and the school board president and if it is inside a municipality, then the mayor is also on that board.

The chair asked if they wished to make that part of the motion. Mr. Crawford advised that they had no problem with that.

The chair stated that the Governor did that for creating districts, but this was already created, they were just adopting the budget.

Mr. Crawford explained that this district and the other Economic Development District were created by this Council in 2007. He further explained that there were two (2) ways to create an Economic Development District, one of those ways was by state act, and the other is by parish or municipal act. He advised that Juban Crossing came to the Parish and that is how they were formed.

Councilman John Mangus addressed Mr. Crawford and stated that how he would read that is when the Governor's Executive Order takes place, because it wasn't vetoed or anything, you would roll into that and be part of that because there are two (2) ways to create it.

Mr. Crawford replied that he did not think that, he thought the that intended purpose was for industrial development and this is more retail and residential.

Councilman Mangus asked if they would be separate entities, then they would not want to put them together.

Mr. Crawford explained that it would not supersede these two (2) entities that had been created by the Council.

Councilman Goff stated that if this had been existing, he just wanted to make sure that he was clear about the executive order.

The chair asked if Councilman Goff wished to leave the resolution as it was and he responded that it was okay. The resolution did not carry a contingency.

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Having no other business to conduct, the chair called for a motion to adjourn.

**LPR NO. JCCDD2024-002**

MOTION was offered by Billy Taylor and duly seconded by Lonnie Watts to adjourn the February 22, 2024 meeting of the Board of Supervisors of Juban Crossing Community Development District.

Upon being submitted to a vote, the vote thereon was as follows:

YEAS: MR. COATES, MR. CHAVERS, MR. TAYLOR, MS. SANDEFUR,  
MR. ERDEY, MR. GOFF, MR. WATTS, MR. MANGUS, MR. WASCOM

NAYS: NONE

ABSTAIN: NONE

ABSENT: NONE

**WHEREUPON**, this resolution was declared to be adopted on the 22<sup>nd</sup> day of February, 2024.

*/s/ Sandy C. Teal*

Parish Clerk

*/s/ John Wascom*

Council Chairman

**JUBAN CROSSING**  
2023 Revenue, Expenditures,  
and Financing Statement  
For the period beginning 12/31/22 and ending 12/31/23

**Revenue**  
Sales Tax Revenue  
Other Income  
**Total Revenue**

**Expenditures**  
Current:  
Trust Fees  
Debt Service:  
Interest Payments  
Principal Payments  
Capital Outlay  
**Total Expenditures**

**Deficiency of Revenue  
Expenditures**

**Other Financing**  
Debt Service Fund  
Transfer In  
Transfer Out  
DSR Fund  
Developer Contributions  
**Total Other Financing**

**Net Change in Fund Balance**

**LIVINGSTON PARISH FIRE PROTECTION DISTRICT #4**  
**BOARD OF COMMISSIONERS**  
9760 Florida Blvd, Walker LA 70785 (Headquarters)

**February 19, 2024**

Chairman Dugas called the Regular Board meeting of the Board of Commissioners to order at 6:00 p.m. The invocation was given by Mr. Falks and the assembly recited the Pledge of Allegiance.

Chairman Dugas called the roll with the following members present: Mr. Joseph Blanchard, Mr. Robert Dugas, Mr. Jeff Easley, and Mr. Leslie Falks. Mr. Darren Blevins was absent. Chief Wascom, Mr. Trey Sanders, Mrs. Petra Easley, and several LPFPD4 members were also in attendance.

Chairman Dugas announced that public input would be accepted from any member of the audience wishing to address an agenda item. There was no public comment made.

Mr. Falks made the motion, seconded by Mr. Blanchard, to adopt the minutes of the January 15, 2024 Board Meeting.

Ayes: Mr. Blanchard, Mr. Dugas, Mr. Easley, and Mr. Falks  
Nays: None  
Abstain: None  
Absent: Mr. Blevins

The January 2024 Financial Report was reviewed by Trey Sanders with Hannis T. Bourgeois, LLP along with the Board Members. The Financial Report includes Balance Sheet for assets as well as liabilities and fund balance, Statement of Income, Budget to Actual, and General Fixed Assets. No comments were made.

Chairman Dugas gave the Engineers Report in the absence of Quality Engineering & Surveying, LLC. The Master Service Agreement for the architect will be turned over the LPFPD4's attorney to review.

There being no further old business to discuss, the Board moved on to new business.

Chairman Dugas announced the three Board member were up for reappointment by their appointing authority.

Mr. Easley made the motion, seconded by Mr. Falks, to ratify The Village of Port Vincent's reappointment of Mr. Joseph Blanchard for another 2-year term on LPFPD4's Board of Commissioners.

Ayes: Mr. Dugas, Mr. Easley and Mr. Falks  
Nays: None  
Abstain: Mr. Blanchard  
Absent: Mr. Blevins

Mr. Easley made the motion, seconded by Mr. Blanchard, to ratify The Livingston Parish Council's reappointment of Mr. Leslie Falks for another 2-year term on LPFPD4's Board of Commissioners.

Ayes: Mr. Blanchard, Mr. Dugas, and Mr. Easley  
Nays: None  
Abstain: Mr. Falks  
Absent: Mr. Blevins

Mr. Easley made the motion, seconded by Mr. Falks, to ratify The City of Walker's Council reappointment of Mr. Darren Blevins for another 2-year term on LPFPD4's Board of Commissioners.

Ayes: Mr. Blanchard, Mr. Dugas, Mr. Easley, and Mr. Falks  
Nays: None  
Abstain: None  
Absent: Mr. Blevins

All three terms beginning January of 2024 and expiring January 1, 2026.

Chief Wascom advised Ward 2 Water District has contacted for permission to erect a radio tower on the District's Station 6 location at 13215 Arnold Road, Walker, LA 70785. LPFPD4 would be granted tower space for antennas. A discussion was held.

Mr. Blanchard made the motion, seconded by Mr. Falks, to authorize Chief Wascom to sign a Cooperative Endeavor Agreement with Ward 2 Water District to erect a radio tower at 13215 Arnold Road, providing the district's attorney approves the language.

Ayes: Mr. Blanchard, Mr. Dugas, Mr. Easley and Mr. Falks  
Nays: None  
Abstain: None  
Absent: Mr. Blevins

Chief Wascom advised the bid opening for the self-contained breathing apparatus (SCBA) was February 15, 2024 at 9:00 a.m. the district received one bid from Casco Industries, Inc. for the amount of \$246,292.00. The bid amount included twenty-five air packs, fifty cylinders, and all other specification listed per the Bid Advertisement.

Mr. Blanchard made the motion, seconded by Mr. Falks, to accept the bid of \$246,292.00 from Casco Industries, Inc.

Ayes: Mr. Blanchard, Mr. Dugas, Mr. Easley and Mr. Falks  
Nays: None  
Abstain: None  
Absent: Mr. Blevins

There being no further new business, the board moved on to Chief's and Commissioner's reports.

- Chief Wascom advised the Board on information obtained from US Fire Apparatus. The HME Chassis is around \$940,000 with equipment. He is also checking into possibly ordering from HGAC. More information will be presented to the Board when obtained.
- Deputy Chief Jackson presented the response statistics for LPFPD4's total of 604 calls in January.
- The 2023 year-end Training Report was presented to the Board via Dropbox.
- Mr. Blanchard wanted to publicly comment on the professionalize he has witnessed on emergency incidents with LPFPD4 members recently.

There being no further business before the board, Mr. Blanchard made the motion, seconded by Mr. Easley to adjourn at 6:28 p.m.

Ayes: Mr. Blanchard, Mr. Dugas, Mr. Easley, and Mr. Falks  
Nays: None  
Abstain: None  
Absent: Mr. Blevins

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Robert Dugas, Chairman

## MEETING MINUTES

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The special meeting of the Livingston Parish School Board will be held at the School Board Office, 13909 Florida Blvd., Livingston, Louisiana, on **THURSDAY, FEBRUARY 22, 2024**, at **FIVE O'CLOCK PM** for the following purposes and to take whatever actions necessary. The meeting may be viewed online at <https://www.youtube.com/@lppsboardmeetings5531/streams>.

### Attendees

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#### Voting Members

Ms. Stacy Robinson, District 2  
Mr. William 'Jeff' Frizell, District 3, Vice-President  
Mr. Bradley Harris, District 4  
Mr. Cecil Harris, District 5  
Mr. Jeffery Cox, District 6  
Ms. Katelyn Cockerham, District 7  
Dr. Ronald McMorris, District 8  
Mr. Stephen Link, District 9, President

#### Absent Members

Mr. Brad Sharp, District 1

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### 1. Call to Order

The Board Meeting was called to order by President Steve Link.

### 2. Approval of the minutes of the School Board meeting held on February 1, 2024

Motion was made and duly seconded to approve the minutes of the School Board meeting held on February 1, 2024.

Motion made by: Mr. Jeffery Cox

Motion seconded by: Mr. Bradley Harris

Voting:

Unanimously Approved

### 3. Discussion and action on approval of Change Order No. 1 for Live Oak Junior High Gymnasium

Gasaway Gasaway Bankston Architects, "Professional of Record", Chris Bankston requested the approval of Change Order No. 1 for Live Oak Junior High School Gymnasium. The Contract Sum will be increased by this Change Order in the amount of \$21,846.00.

Motion was made and duly seconded to approve Change Order No. 1 for the Live Oak Junior High School Gymnasium.

Motion made by: Mr. William 'Jeff' Frizell

Motion seconded by: Dr. Ronald McMorris

Voting:



Unanimously Approved

**4. Authority to advertise for Bid 24-01: Custodial Supplies 2024-2025**

Motion was made and duly seconded to authorize the Superintendent to advertise for Bid 24-01: Custodial Supplies 2024-2025.

Motion made by: Dr. Ronald McMorris

Motion seconded by: Mr. Bradley Harris

Voting:

Unanimously Approved

**5. Authority to advertise for Bid 24-02: Food Service Disposables (Warehouse Stock) 2024-2025**

Motion was made and duly seconded to authorize the Superintendent to advertise for Bid 24-02: Food Service Disposables (Warehouse Stock) 2024-2025.

Motion made by: Mr. William 'Jeff' Frizell

Motion seconded by: Mr. Jeffery Cox

Voting:

Unanimously Approved

**6. Authority to Advertise or Renew Child Nutrition Bids for the following product categories: Ice Cream Products, Purchased Foods, Branded Pizza, Milk, and Disposables**

Motion was made and duly seconded to grant the Superintendent authority to:

Advertise Child Nutrition Bids for:

- Purchased Foods
- Ice Cream Products

Renew existing Child Nutrition Bids for:

- Milk
- Branded Pizza
- Disposables

Motion made by: Mr. Jeffery Cox

Motion seconded by: Ms. Katelyn Cockerham

Voting:

Unanimously Approved

**7. Discussion and action of School Calendar for the 2024-2025 school year**

Assistant Superintendent Bruce Chaffin explained that at the last board meeting we presented the process we use and the voting that was done by our employees. Again, that was the first time we allowed our employees to vote on the calendar. We got a lot of positive feedback. Option 2 was the calendar that was voted on by the employees that received the most votes. We are asking the board to approve Option 2.

After discussion, a motion was made and duly seconded to approve the Option 2 school calendar for the 2024-2025 school year.

Motion made by: Ms. Stacy Robinson

Motion seconded by: Mr. Jeffery Cox

Voting:

Unanimously Approved

**8. Discussion and action on the Superintendent's recommendation for Substitute Assistant Principal at North Corbin Junior High School**

Upon the recommendation from the Superintendent, a motion was made and duly seconded to approve the Performance-based contract for Rebekah O'Neal, Substitute Assistant Principal, at North Corbin Junior High School, from 2/19/2024 -6/7/2024.

Motion made by: Mr. Cecil Harris

Motion seconded by: Mr. William 'Jeff' Frizell

Voting:

Unanimously Approved

**9. Discussion and action on renewal of Administrator's Performance-Based Contracts effective July 1, 2024 - June 30, 2027**

Motion was made and duly seconded to renew the Administrator's Performance-Based Contracts effective July 1, 2024 - June 30, 2027.

**PERFORMANCE CONTRACTS - 7/1/2024 - 6/30/2027**

**A. Supervisors**

1. Sharon Anderson
2. Bonnie Cox
3. Joshua Day
4. Debra McGaughey
5. Eric Penalber
6. Shanna Steed
7. Serena Turner

**B. Coordinators**

1. Tammy Kuhn
2. Scarlet Monteleone
3. Julie Norris
4. Staci Polozola

**C. Principals**

1. Belinda Avant
2. Julie Dugas
3. Laura Dunlap
4. Gregory Hayden
5. John Hill
6. Ryan Hodges
7. Anne Jones
8. Kenny Kraft
9. Kerma Luzier
10. Joshua Martin
11. Kenneth Magee
12. Wesley Partin
13. Kristine Rountree
14. Amy Savage
15. Ashley Smith
16. Mitchell Stone

17. **Terry Tony**
18. **Stacey Viator**
19. **Carolyn Wilkinson**
20. **Stacey Wise**

**D. Assistant Principals**

1. **Rhonda Blount**
2. **Staci Clement**
3. **Mark Curtis**
4. **John Easterly**
5. **Eric Fasbender**
6. **Casondra Felps**
7. **Karen Grant**
8. **Terry Griffin**
9. **Russell Hutchinson**
10. **Gary Jones**
11. **Terry Landon**
12. **Lisette Manuel**
13. **Charles Neal**
14. **William Rogers**
15. **Shana White**

Upon roll call, the votes were as follows:

Motion made by: Mr. William 'Jeff' Frizell

Motion seconded by: Mr. Cecil Harris

Voting:

- Ms. Stacy Robinson - Yes
- Mr. William 'Jeff' Frizell - Yes
- Mr. Bradley Harris - Yes
- Mr. Cecil Harris - Yes
- Mr. Jeffery Cox - Recuse
- Ms. Katelyn Cockerham - Yes
- Dr. Ronald McMorris - Yes
- Mr. Stephen Link - Yes

The President declared the motion carried.

**10. Discussion and action on the report of the Budget/Goals Committee meeting held on February 20, 2024**

Chairperson Cecil Harris read the report of the Budget/Goals Committee meeting held on February 20, 2024, stating that the purpose of the meeting was for discussion and action on the Report on the Audit of General-Purpose Financial Statements for the Livingston Parish School Board for the year ending June 30, 2023.

Board Member Bradley Harris, asked, "Were there any discrepancies from previous audits?" Superintendent Murphy stated, "No to answer your question. We will make sure we post once the board approves this audit this evening to post that audit publicly. There was one accounting transfer that has changed since the last auditing process that we had to make an adjustment on, but that adjustment has already been made. So there were no findings other than that one finding that had to do with GASB 84, and if Ms. Dorsa needs to explain it, I am sure she is willing to do that if you'd like.

Board Member Bradley Harris stated, "I do want to put on record because of rumors and innuendos that everything was clear, and a big part was having another set of eyes to look at the books over this period of time that there was nothing found, and it needs to be a part of our record, and it needs to be published out there. Because I think this went a long way of mistrust within the Board, within the School District, and everything else that it needs to be put to rest now. Thank you."

After discussion, the board voted to accept the Report on Audit of General-Purpose Financial Statements for the Livingston Parish School Board for the year ending June 30, 2023.

Voting:

Unanimously Approved

The President declared the motion carried.

**11. Discussion and action on the report of the Curriculum Policy Committee meeting held on February 20, 2024**

Chairperson Jeff Frizell read the report of the Curriculum Policy Committee meeting held on February 20, 2024, stating that the purpose of the meeting was for discussion and action on the Livingston Parish Public Schools' Policies.

After discussion, the board voted to adopt the Livingston Parish Public Schools' Policies.

- 1) Policy JGB - School Wellness
- 2) Policy JGC - Student Health Services
- 3) Policy GBG - Probation
- 4) Policy GAEEA - Title VII Employee Sexual Harassment
- 5) Policy CN - Administrative Records (including the duplication of records fee schedule)
- 6) Policy BH - School Board Ethics

Voting:

Unanimously Approved

The President declared the motion carried.

**12. Approval of payment of invoices and district supplements**

Motion was made and duly seconded to approve the payment of invoices and district supplements.

Motion made by: Mr. Jeffery Cox

Motion seconded by: Ms. Katelyn Cockerham

Voting:

Unanimously Approved

**13. Discussion and action to establish procedure for selecting new Superintendent**

Board President Steve Link turned the meeting over to Superintendent Murphy who expressed his appreciation to this board, to the previous board, my staff, and all those people who strive every day to make Livingston what it is. It has been an honor and privilege to serve as Superintendent in this parish and I would hope that this board and this parish will continue what we've started in this parish, what we have always been in this parish, and that we put our children first when we do things. Thank you for the opportunity of a lifetime to serve as Livingston Parish Schools Superintendent. With that, I will turn this meeting back over to President Link, who asked Counsel Mark Boyer to lay out the process of appointing a new Superintendent.

Counsel Boyer presented a timeline which includes the following:

- **Advertisement and Publication**

- **Livingston Parish News** (Mandatory):  
-On two separate days at least one week apart and at least 30 days prior to action by the Board to fill the position. (During March)
- **The Baton Rouge Morning Advocate** (Mandatory):  
-One publication at least 30 days prior to action by the Board to fill the position. (During March)
- **Posted to LPSB Website**
- **On-Line Advertisements with:**
  - **LSBA (Louisiana School Boards Association)**
  - **LDOE (Louisiana Department of Education through Teach Louisiana)**
  - **LASS (Louisiana Association of School Superintendents)**
  - **LASE (Louisiana Association of School Executives)**
  - **Teach Louisiana**
  - **Superintendent.Jobs.com**
- **Procedure for Accepting Resumes** (Through the end of March)
  - Advertising the position will be submitted by the School Board in the official journal and other local newspapers and sites as outlined above.
- **Process for Selection of Superintendent**
  - **Interviews** (Starting in April and will be conducted before the Board)
    - The Superintendent's contract ends at the end of June. This gives you time to have interviews, potentially a second interview, and select by the end of April or May. With Board authorization, prepare and circulate it to the Board next week.

After discussion, a motion was made and duly seconded to authorize Counsel Mark Boyer to advertise for a new Superintendent as presented. Upon being submitted to a vote, the vote thereon was as follows:

Motion made by: Dr. Ronald McMorris

Motion seconded by: Mr. Cecil Harris

Voting:

Unanimously Approved

The President declared the motion carries.

#### **14. Superintendent's comments**

Board members in Simbli I added 16 pre-filed bills for the upcoming 2024 Regular Legislative Session, which begins on March 11, 2024, and adjourns at 6:00 p.m. on June 3, 2024. All these bills have the potential to impact K-12 education. I encourage you to read through the digest of those bills to get an idea of what the bills mean. Some I will be supportive of and some we will have some concerns about. I will do my best to keep you updated as those bills are pre-filed. Lastly, we have basketball games all over the parish. We have six girls' teams in the quarterfinals right now and the boys are in the midst of this also. We are real proud of our athletic accomplishments and athletic teams in Livingston Parish. Thank you, Mr. Link.

#### **15. Consider approval to enter into Executive Session to discuss and take action on the personal appearance request of Ms. Lakelvsha Robinson, patron of Denham Springs High School**

Motion was made and duly seconded for the Board to go into executive session for discussion and action on Agenda items #15 and #17.

Motion made by: Dr. Ronald McMorris

Motion seconded by: Mr. Bradley Harris

Voting:

Unanimously Approved

The board reconvened from the executive session and upon roll call, the following members were present.

**Voting Members**

Ms. Stacy Robinson, District 2  
Mr. William 'Jeff' Frizell, District 3  
Mr. Bradley Harris, District 4  
Mr. Jeffery Cox, District 6, Vice President  
Ms. Katelyn Cockerham, District 7  
Dr. Ronald McMorris, District 8  
Mr. Stephen Link, District 9  
Mr. Cecil Harris, District 5, President

**Absent Members**

Mr. Brad Sharp, District 1

No action was taken by the board on the personal appearance request of Ms. Lakelvsha Robinson, patron of Denham Springs High School, so the expulsion is upheld.

**16. Adjourn**

Superintendent's Announcement:

- The School Board scheduled a Cost Savings Initiative Committee on Thursday, February 29, 2024, at 4:00 p.m. Mr. Headrick, who will be in attendance, is available to meet with the Cost Savings Committee at this date and time. Members of the Committee are Brad Sharp-Chairperson, Dr. McMorris, Bradley Harris, and Stacy Robinson. I would encourage the Board to attend if possible. This meeting will be the findings of our Compensation Study and our Organizational Study. The RFP process states that this firm will present its findings to the Cost Savings Committee. It is a requirement with RFP that we must meet.
- The School Board scheduled a Budget/Goals Committee meeting on Monday, March 4, 2024, at 4:00 p.m., for budget revision.

Motion was made and duly seconded to adjourn the meeting.

Motion made by: Mr. William 'Jeff' Frizell

Motion seconded by: Mr. Bradley Harris

Voting:

Unanimously Approved

There being no further business, the meeting was adjourned at 6:33 PM.

**17. ADDENDUM: Discussion and action on proposed settlement in the matter entitled “Holleigh Crow and Brett Crow vs. Livingston Parish School Board, Docket No. 167749, 21st Judicial District Court, Parish of Livingston, State of Louisiana” (Pursuant to R.S. 42:17 et seq., this matter may be discussed in executive session)**

**ADDENDUM item #17 was moved after agenda item #15.**

Motion was made and duly seconded for the Board to go into executive session for discussion and action of Agenda items #15 and #17.

Motion made by: Dr. Ronald McMorris

Motion seconded by: Mr. Bradley Harris

Voting:

Unanimously Approved

The board reconvened from the executive session and upon roll call, the following members were present.

**Voting Members**

- Ms. Stacy Robinson, District 2
- Mr. William 'Jeff' Frizell, District 3
- Mr. Bradley Harris, District 4
- Mr. Jeffery Cox, District 6, Vice President
- Ms. Katelyn Cockerham, District 7
- Dr. Ronald McMorris, District 8
- Mr. Stephen Link, District 9
- Mr. Cecil Harris, District 5, President

**Absent Members**

- Mr. Brad Sharp, District 1

A motion was made and duly seconded to accept the recommendation of Counsel on the proposed settlement in the matter entitled "Holleigh Crow and Brett Crow vs. Livingston Parish School Board, Docket No. 167749, 21st Judicial District Court, Parish of Livingston, State of Louisiana".

Motion made by: Dr. Ronald McMorris  
Motion seconded by: Mr. William 'Jeff' Frizell

- Voting:
- Ms. Stacy Robinson - Yes
  - Mr. William 'Jeff' Frizell - Yes
  - Mr. Bradley Harris - Abstain
  - Mr. Cecil Harris - Yes
  - Mr. Jeffery Cox - Yes
  - Ms. Katelyn Cockerham - Yes
  - Dr. Ronald McMorris - Yes
  - Mr. Stephen Link - Yes

The President declared the motion carries.

\_\_\_\_\_  
 /s/ Alan Joe Murphy  
 Alan Joe Murphy, Superintendent

\_\_\_\_\_  
 /s/ Stephen Link  
 Stephen Link, President

## **SECTION 00100**

### **ADVERTISEMENT FOR BIDS**

Sealed bids will be received by Livingston Parish Government (herein referred to as “Owner” for the construction of the project described as follows:

#### **PROJECT NAME: WILDWOOD DRIVE BRIDGE OVER BEAVER CREEK**

The Bidding Documents shall be addressed to Livingston Parish Government and delivered to Livingston Parish Government located at 20399 Government Blvd. Livingston, LA 70754 not later than **2:00 PM, on the 11<sup>th</sup> day of April 2024**, at which time the bids will be publicly opened and read aloud. Bids must be submitted on the proper bid form. Each bid shall be enclosed in a sealed envelope showing the name, address, and license number of the bidder. Any bid received after the specified time and date will not be considered.

The Bidding Documents (including construction drawings and specifications) may be examined at the office of the engineer, Forte and Tablada, Inc. located at 1234 Del Este Avenue, Suite 601, Denham Springs, Louisiana 70726.

Copies of the bidding documents may be obtained at the engineer’s office located at 1234 Del Este Avenue, Suite 601, Denham Springs, Louisiana, 70726 upon deposit of **\$200** for each complete set. Plans and specifications will be available until twenty-four (24) hours before the bid opening. In accordance with Louisiana R.S. 38:2212, deposits on the first set of documents furnished to bona fide prime bidders will be fully refunded upon return of the documents no later than ten (10) days after receipt of bids.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of Highway, Street, and Bridge Construction. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5). The Owner reserves the right to reject any and all bids for just cause. Such actions shall be in accordance the Louisiana R.S. 38:2214.

#### **A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD**

**at 2:00 PM on March 27<sup>th</sup>, 2024, at Livingston Parish Government 20399 Government Blvd., Livingston, LA 70754**

The Owner requires that each bidder attach to his bid a certified check, cashier’s check, or bid bond equivalent to 5% of the total bid as evidence of good faith of the bidder. Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of the Treasury Circular 570.

No bidder may withdraw his bid within forty-five (45) days after the actual date of the opening thereof except as provided by law.

Any person with disabilities requiring special accommodations must contact office of the parish president no later than seven (7) days prior to the bid opening.

Electronic Bid documents may be submitted by Contractors to Livingston Parish by submitting their bid along with their bid security to <https://www.centralauctionhouse.com/>.

Run Dates: March 14<sup>th</sup>, March 21<sup>st</sup>, and March 28<sup>th</sup>