

**Request for
Proposals for
Water Based Threat
Removal (Trees) From
Parish Waterways**

**June 13, 2022
Ascension Parish, Louisiana**

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Section 1

Introduction and Instructions

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the Parish of Ascension (hereinafter referred to as the "Parish"). The Parish of Ascension hereby issues a request for proposals to qualified companies to provide professional services pertaining to removal of Water Based Threats, namely fallen trees from Parish Waterways.

1.02 Contact Person, Telephone, Fax Number, and Email

Purchasing Department, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other Parish employees may result in the vendor being disqualified.

Cynthia Leblanc or Devin Russ
Purchasing Department Phone
225-450-1115
Email: purchasing@apgov.us

1.03 RFP Schedule of Events

This schedule of events represents the Parish's best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

RFP issued: 6/23/2022

Deadline for questions: July 12, 2022

Proposals due: July 20, 2022 @ 4:00 PM

1.04 Proposal Submittal and Deadline for Receipt of Proposals

Contractors must submit one (1) original hard copy (marked "Original") and six (6) hard copies of the proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the Parish before the deadline for receipt. Envelopes or packages must be addressed as follows:

Ascension Parish Government Purchasing Office Attention: **Request for Proposal : Water Based Threat (Tree) Removal Services** Address of Purchasing Dept.

Proposals must be received by the Purchasing Office at the location specified no later than 4 p.m., Central standard time, on July 20,2022. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Contractors assume the risk of the method of dispatch chosen. The Parish of Ascension ("Parish") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the Parish. A contractor's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to purchasing@apgov.us and answers to questions will be posted to the Parish's website. The deadline for questions is 4 PM., Central standard time, July 7,2022.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the contractors. No addenda will be issued after July 15, 2022.

Responding contractors are prohibited from communicating in any other manner about this project with any other Parish employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Manager. Other means of communications or contact may disqualify the submitting contractor.

Section 2 Scope of Work

2.01 Introduction

The Parish of Ascension and East Ascension Consolidated Gravity Drainage District #1 are committed to the well-being and safety of the public concerning Parish Waterways.

2.02 Scope of Services

Ascension Parish and East Ascension Consolidated Gravity Drainage District #1 have identified the need for outsourcing the removal of Water Based Threats, namely fallen trees from Parish Waterways. As a result, the assistance of a professional service firm is needed to perform the services described below.

2.03 Scope of Work

The contractor shall understand and agree that no quantity of service is guaranteed under the contract and that the Parish of Ascension does not guarantee that the contractor's services will be utilized to any degree.

- Provide labor, material, equipment and supervision to pull out fallen trees from Parish Waterways and get them to a point on the top bank of the waterway so they will no longer impact drainage.
- All work must not disturb the wetlands (no root balls shall be disturbed)
- Only trees that are not able to be removed by East Ascension Drainage Staff will be included in this work.
- Company is to respond to fallen tree within 10 working days of notice from department of a fallen tree.
- Deliver per task order - Longitude, Latitude, # employees, hours worked per employee (In spreadsheet format), and Photo documentation per tree removed shall be provided by the company performing the work.

2.04 Environmental Impairment

The successful contractor, at their expense, shall comply with all applicable laws, regulations, rules, and orders including, but not limited to, federal, state, and local regardless of when they become or became effective and furnish satisfactory evidence of such compliance to Parish upon request.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the premises due to contractor's use and occupancy thereof, the successful contractor, at its

expense, shall be obligated to clean all property affected thereby to the satisfaction of the Parish (insofar as the property owned and controlled by Parish is concerned) and any governmental body having jurisdiction thereover.

2.05 Assignment

Neither party shall assign, sublet, transfer, nor convey this agreement or any other monies due or to become due to it hereunder without the prior consent of the other.

2.06 Subcontracting

If it is necessary for the awarded contractor to subcontract personnel and equipment, subcontractor is required to meet all applicable federal and state regulations.

2.07 Safety

The successful contractor must perform all operations in a prudent, conscientious, safe, and professional manner. At a minimum, the successful contractor's personnel and equipment shall comply with all safety requirements set forth in state, federal, and local laws and regulations and shall ensure that agents, employees, and subcontractors perform the work in a safe manner.

2.08 Quality Assurance

The Parish will have management oversight on each task order to ensure that production is acceptable and according to the department's expectations.

2.09 Indemnification

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the Parish of Ascension, including, but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the contractor during the contractor's performance of the agreement or any other agreements of the contractor, entered into by reason thereof. The contractor shall indemnify and defend the Parish of Ascension, including, but not limited to, its elected and appointed officials, officers, employees, and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the contractor, its subcontractor, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

2.10 Insurance Requirements

The contractor shall secure the insurance specified below. All insurance secured by the contractor under the provisions of this section shall be issued by insurance companies acceptable to the Parish. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the Parish upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by Louisiana law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.

2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the Parish and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.

3. Automobile liability insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

The contractor will provide the Parish with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The contractor agrees to hold the Parish harmless from any liability, including additional premium due because of the contractor's failure to maintain the coverage limits required.

The Parish's approval or acceptance of certificates of insurance does not constitute the Parish's assumption of responsibility for the validity of any insurance policies nor does the Parish represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

2.11 Cost Proposal

Price formula is to be FLAT RATE per tree removed (size of the tree **can't** be an issue)

- Proposals shall include pricing per tree, for hand removal of trees from the waterways (i.e. Skiff, winches, block and tackle, and chainsaw equipment only as to not disturb wetlands)
- Proposal Shall include pricing per tree for water based heavy equipment removal of trees from waterways (i.e. amphibious excavators, barge with boom grapple, Marsh buggies)
- The parish staff will determine if task order will call for the hand labor condition or equipment. This will be based off of USACE permitting
- Cost matric to be completed by vendor

Removal by hand:

0-3 trees per task order \$_____ each

4-10 trees per task order \$_____ each

11-19 trees per task order \$_____ each

20-50 trees per task order \$_____ each

50> trees per task order \$_____ each

Removal by Water Based Equipment:

0-3 trees per task order \$_____ each

4-10 trees per task order \$_____ each

11-19 trees per task order \$_____ each

20-50 trees per task order \$_____ each

50> trees per task order \$_____ each

2.12 Contract Term

The Parish plans to enter into a two (2) year agreement with two (2) one (1) year optional extension years.

2.13 Contract Award

It is the Parish's intent to enter into a contract with a contractor who best demonstrates the ability to provide water based threat removal services for the Parish of Ascension.

2.14 Proposal as Part of Contract

Part or all of this RFP and the successful proposal shall be incorporated into the contract.

Section 3

Proposal Format and Content

3.01 Submittal Requirements

In addition to detailed methodology and pricing, as outlined in Section 2.11, the submittal must contain the following information:

1. Cover Letter. Provide name and address of the contractor and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the work. Provide a statement indicating your ability to provide timely services and meet the requirements listed in the Scope of Work. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the Parish would receive from selecting your contractor.

The cover letter must be signed by a duly authorized official of the contractor. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

2. Project Team Experience and Available Equipment. Contractor shall furnish a list of personnel and their training, equipment, and resources the contractor owns that they will utilize to fulfill this proposal.

3. References. Contractor shall provide a list with contact information of agencies that have requested your services.
4. Ability to Perform. Contractor shall provide a detailed description and methods used to meet all the requirements of the Scope of Work.

Section 4

Standard Proposal Information

4.01 Authorized Signature

An individual authorized to bind the contractor to the provisions of the RFP must sign all proposals.

4.02 Parish Not Responsible for Preparation Costs

The Parish will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

4.03 Conflict of Interest

Contractors must disclose any instances where the contractor or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the Parish of Ascension). The Parish reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contractor's proposal. The Parish's determination regarding any questions of conflict of interest is final.

4.04 Contractor's Certification

By signature on the proposal, the contractor certifies that it complies with:

The laws of the state of Louisiana.

All applicable local, state, and federal laws, codes, and regulations.

All terms, conditions, and requirements set forth in this RFP.

A condition that the proposal submitted was independently arrived at without collusion.

A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the contractor and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the Parish of Ascension).

If any contractor fails to comply with the provisions stated in this paragraph, the Parish reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

4.05 No Contact Policy

Any contact with any Parish representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify the contractor from this procurement.

4.06 Special Conditions

The Parish of Ascension reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the Parish's sole discretion, are in the best interests of the Parish of Ascension, Louisiana.

The Parish reserves the right to:

Amend, modify, or withdraw this RFP.

Revise any requirements under this RFP.

Require supplemental statements of information from any responding party.

Extend the deadline for submission of responses hereto.

Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.

Waive any nonconformity with this RFP.

Cancel, in whole or in part, this RFP if the Parish deems it is in its best interest to do so.

Request additional information or clarification of information provided in the response without changing the terms of the RFP.

Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked contractor.

Not award a contract as a part of, or result of, this RFP process.

The Parish may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.