



ST. TAMMANY PARISH

MICHAEL B. COOPER
PARISH PRESIDENT

NOTICE OF REQUEST FOR PROPOSALS

ST. TAMMANY PARISH

St. Tammany Parish Government is seeking responses for the following project:

RFP# 22-3-3 – Coordination & Monitoring of Debris Removal

Responses will be received by the Department of Procurement, until **2:00 P.M. CST Wednesday, May 4, 2022**. RFP responses will be opened publicly at the physical location as stated in Section 1.4 of the RFP documents and only respondents who have submitted an RFP response shall be identified aloud. Prices shall not be read. Each response will be evaluated by designated Parish personnel after the submission deadline and public opening has passed.

This RFP is available at:

- St. Tammany Parish Government Website: <http://www.stpgov.org/>
- LaPAC – Louisiana Procurement and Contract Network:
<https://wwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>

NOTE: LaPAC is the State’s online electronic solicitation notification system on the Office of State Procurement website. LaPAC provides an immediate e-mail notification to subscribing vendors of a STPGOV solicitation and any addenda posted. To receive the e-mail notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

It is the Proposer’s responsibility to check either website frequently for any possible addenda that may be issued. The Parish is not responsible for a proposer’s failure to download any addenda documents required to complete an RFP.

Each Proposal must be sealed. The outside of the envelope, box or package should be marked with the Proposer's Name and Address, the Proposal Name, the RFP #, and the Proposal Opening Date.

The successful Respondent must supply St. Tammany Parish Government with all required documentation as specified in the RFP documents. Said Respondent must also be in Good Standing and licensed to do business in the State of Louisiana.

A Non-Mandatory Pre-Proposal Conference shall be held at 10:00 PM CST/CDT on Wednesday, April 13th, 2022, at 21454 Koop Drive, Mandeville, LA 70471, Building B, 3rd floor Staff Conference Room.

Proposals will be received at the St. Tammany Parish Government Department of Procurement Office, 21454 Koop Dr., Suite 2F, Mandeville LA., 70471 from each Respondent or his agent, or by certified mail with return receipt requested.

Procurement Department

REQUEST FOR PROPOSAL
ST. TAMMANY PARISH GOVERNMENT

Coordination & Monitoring of Debris Removal
2022



RFP Number: 22-3-3

Engineer Estimate: \$500,000.00

Proposal Opening Date: Wednesday, May 4, 2022

Proposal Opening Time: 2:00 pm

March 28, 2022

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- Attachment “G” - Sample Scoring Matrix
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**REQUEST FOR PROPOSAL
FOR
Coordination & Monitoring of Debris Removal**

PART I: OVERVIEW

1.1 Background/Purpose

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified Proposers who are interested in providing all labor, equipment and materials to perform post-emergency coordination and monitoring services of The Push and/or for the Emergency Debris Removal & Disposal (EDR&D) contracts and/or Waterway Debris Removal & Disposal (WWDR), when activated. Submittal of a proposal does not create any right or expectation to a contract with the Parish.

1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – A Proposer who contracts with the Parish.
- F. Parish - St. Tammany Parish Government.
- G. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- H. RFP – Request for Proposal.
- I. Proposer – Person or entity responding to this RFP.
- J. Agreement – A contract between the Contractor and the Parish.
- K. Evaluation Committee – Committee established for the purposes of evaluating proposals submitted in response to this RFP.

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP Available	Wednesday, March 30, 2022	8:00 AM
2. Non Mandatory Pre-Proposal Conference:	Wednesday, April 13, 2022	10:30 AM
3. Deadline to receive written inquiries	Monday, April 25, 2022	2:00 PM
4. Deadline to answer written inquiries:	Friday, April 29, 2022	2:00 PM
5. Proposal Opening Date (deadline for submitting proposals)	Thursday, May 4, 2022	2:00 PM
6. Oral discussions with proposers, if applicable		<i>To be scheduled</i>
7. Notice of Intent to Award to be mailed		<i>To be scheduled</i>
8. Contract Initiation		<i>To be scheduled</i>

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

1.4 Proposal Submittal

This RFP is available online at St. Tammany Parish Government website <http://www.stpgov.org>. and LaPac (Louisiana Procurement and Contract Network)

<https://www.cfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>

It is the Proposer's responsibility to check either website frequently for any possible addenda that may be issued. The Parish is not responsible for a proposer's failure to download any addenda documents required to complete an RFP.

All proposals shall be received by the Procurement Department **no later than the date and time shown in the Schedule of Events.**

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

- X **Name and Address of Proposer**
- X **Proposal Name: Coordination & Monitoring of Debris Removal**
- X **RFP #: 22-3-3**
- X **Proposal Opening Date: Wednesday, May 4, 2022**

Proposals may only be sent via certified mail, hand-delivery or courier service to our physical location at:

St. Tammany Parish Government Procurement Department
21454 Koop Drive, Suite 2F
Mandeville, Louisiana 70471

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Parish is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

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

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

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

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

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the Parish's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to the Parish before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification or other supportive documents must be submitted to the Parish before contract award.**

The cover letter should also:

1. Identify the submitting Proposer and provide its federal tax identification number;
2. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and

3. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, related services provided to government entities, existing customer satisfaction, volume of merchants, etc. Proposer should specifically provide a description of all relevant consulting assignments similar to the Project requested herein which have been completed by the Proposer within the last three (3) years (“Recent Projects”).

The description of any such Recent Projects should include the following:

1. Name of the client;
 2. Year of the assignment and length of time to complete the project;
 3. Nature of the services rendered; and
 4. Professionals assigned to the project who are also proposed to serve on this assignment.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
 - E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
 - F. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
 - G. **Financial Proposal:** **Proposer’s fees and other costs, if any, shall be submitted on Attachment “A”.** Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish.
 - H. **References:** Proposer should provide names, addresses, telephone numbers and contact persons for five (5) other public jurisdictions for which comparable services have recently been rendered, including a description of the services provided.
 - I. **Customer Service:** Each Proposer should submit a provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
 - J. **Resumes:** Each Proposer should submit resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this Project, including those of subcontractors, if any.
 - K. **Additional Information:** Each Proposer should submit any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

- L. **Acknowledgment and Waiver:** Proposer shall execute and have notarized an Acknowledgment and Waiver (Attachment “C” hereto) as well as all documents in Attachment “I” hereto.
- M. **Multiple Copies of Response:** Each Proposer shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 5.2), **one (1) electronic copy via USB or CD**

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Parish has pre-positioned contracts to push debris out of the Parish's roadway network (The Push) and Emergency Debris Removal and Disposal (EDR&D) from public ROWs in unincorporated St. Tammany Parish and or Waterway Debris Removal & Disposal (WWDR) in Parish waterways. If activated, the Parish, in coordination with the Monitoring & Coordination Contractor, will administer either one or all contracts for The Push; EDR&D or WWDR at the Parish's discretion. The Contractor shall monitor and manage the coordination of The Push, EDR&D, WWDR Contracts as the Parish Designated Agent (PDA). The Contractor will be responsible for insuring that all work performed and ticketed under The Push, EDR&D & WWDR contracts meets all FEMA Program requirements and any other applicable agencies, as well as requirements of specific FEMA Project Worksheets and any other applicable laws, regulations or policies. Detailed reporting and documentation will be required for FEMA and the Parish and is to include an online portal with a live map for the purpose of tracking tickets, areas of completion, etc. Successful bidder will provide a grid of area, invoices, tracking of personel etc. Debris or work not conforming to FEMA requirements and NRCS requirements shall not be issued tickets for the ineligible work or debris. More than one event activation is possible during the contract period.

Additionally, the Contractor shall follow all requirements and responsibilities set forth in Attachment “H” Scope of Services and in all FEMA, GOHSEP or LDEQ or other agency issued regulations, policies, directives or other guidance applicable to debris removal and related monitoring.

Monitors for waterway debris removal should have verified experience (recent/1 to 2 year) with DNR, Corps of Engineers NOLA District, CPRA and LDWF Scenic River Permits.

Only positions and rates authorized by the agreement will be utilized to perform the work under the RFP. Any positions or rates billed to STPG for work other than those stated in contract will not be paid by STPG.

All work performed shall be subject to all requirements stated in:

LDEQ State of Louisiana Comprehensive Plan for Disaster Clean-up & Debris Management
<https://www.deq.louisiana.gov/assets/docs/Solid-Waste/DebrisManagementPlan040219.pdf>

and

FEMA's Public Assistance Debris Management Guide, FEMA 325
<https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on the date of the Parish President's signature or approval in writing by the Parish President or designee. This contract may be extended for two (2) additional periods of one (1) year each, beginning January 1, 2023 under the same terms and conditions if the Parish and Vendor agree. Notice of intent to renew will be issued in writing by the Parish.

All work under this contract must be completed within the time limit of the disaster declaration.

The contract shall terminate pursuant to the terms and conditions of section 5.31 herein, the terms and conditions of the contract, operation of law, as agreed between the parties, or upon satisfactory completion of all services and obligations described in the contract.

2.3 Price Schedule

Prices proposed by the Proposers shall be firm for the term of the contract and any extensions. All rates are inclusive of labor, equipment, materials, fuel, maintenance, office costs, overhead, regulatory compliance costs, and indirect costs, etc.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided. The Parish reserves the right to require additional reporting to support project performance and activity, invoiced amounts or as may be required by the federal granting agency.

2.5 Location

The Contractor shall coordinate and monitor removal of all storm or emergency related debris from public rights of way within un-incorporated St. Tammany Parish and, when declared, from private rights of ways.

Incorporated areas and/or state roadways or rights of way within St. Tammany Parish may be identified and included as eligible areas by FEMA and included within the scope of work **if approved by the Parish in writing**. Such work shall be performed by the Contractor and the same unit prices/rates will be used for work performed in these areas. The Contractor will conduct the work so as not to interfere with other disaster response and recovery activities of Federal, State and local governments or agencies or any public utilities.

Actual locations for work to be performed will be determined by the Parish Dept. of Public Works according to the magnitude and intensity of the disaster or emergency event with the potential for parish-wide mobilization. The Parish may elect to not activate this Contract. It may, at its

discretion, elect to activate one, both or neither debris removal contracts (the Push and/or EDR&D contracts) depending on the magnitude and intensity of the emergency disaster event.

PART III: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
Compliance with the RFP	5
Understanding of the Project	5
Approach to the Project; Proposer’s <i>“Emergency Debris Removal Coordination and Monitoring Plan (The Monitoring Plan)”</i>	30
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the Project; References	20
Overall costs and fees to be charged	20
Use of DBE’s, Women-Owned or Labor surplus firms.	5
Financial Strength & Stability	15
Total	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish, not on the basis of what may be inferred.

The scores will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

The Contractor will be required to attend the “St. Tammany Parish Annual Emergency Kickoff Meeting” held at the Emergency Operations Center in Covington, LA annually prior to the start of the hurricane season. Other mandatory meetings are described in Attachment H to this RFP.

All work under this Contract must be completed within the time limit of the disaster declaration. The Contractor shall provide all labor, equipment, and materials necessary to fully manage this Contract. The Contractor shall provide sufficient management, administration, supervision, and labor force to assure the safety, quality, completeness, eligibility and timely progress of the work.

The debris removal contractor will be assigned designated areas within the un-incorporated Parish to be cleared of debris in a priority order. The Monitoring Contractor must evaluate all debris placed on the ROW to determine eligibility under the debris removal contract and FEMA regulations; and to ensure removal in accordance with all environmental, safety and other regulations in the time period prescribed. The Monitoring Contractor must certify and track all

equipment used by the debris removal contractor(s). The Monitoring Contractor must observe the mechanical loading of all debris trucks and the reasonable compaction of debris into the trucks and trailers. The Contractor must work in coordination with the debris contractor for the removal of all eligible debris types, and will inspect and document the eligible work performed in a manner sufficient for FEMA claims. Each day the Monitoring Contractor is responsible for providing monitors appropriate for the number of crews and equipment specified the day prior. The Monitoring Contractor will be held financially responsible for incomplete, inaccurate or incorrect reporting of, or calculation of, loads or tickets. Further performance requirements and measurements are detailed in Attachment "H" of this RFP

4.1.2 Internal Control(s)

The Contractor is responsible for establishing, implementing and effectively maintaining processes and procedures designed to provide assurance regarding the achievement of objectives in the following categories:

- (a) Effectiveness and efficiency of operations;
- (b) Reliability of reporting for internal and external use; and
- (c) Compliance with applicable laws and regulations.

In addition, the Contractor is responsible for Internal control over compliance requirements for Federal funding provided to St. Tammany Parish Government for the purpose of debris removal, disposal and related recovery operations. Internal control over compliance requirements for Federal awards/funding means a process implemented by a non-Federal entity and/or Contractor designed to provide reasonable assurance regarding the achievement of the following objectives:

- (a) Transactions are properly recorded and accounted for, in order to:
 - (1) Permit the preparation of reliable financial reports, including but not limited to, contractor billing invoices, requests for change orders, cost estimates, etc.
 - (2) Demonstrate compliance with Federal, State and local statutes, regulations, and the terms and conditions of the Federal funding agency, this RFP and all terms and conditions of any contract issued thereunder;
- (b) Transactions are executed in compliance with:
 - (1) Federal statutes, regulations, and the terms and conditions of the contract that could have a direct and material effect on the Federal agency's program; and
 - (2) Any other Federal statutes and regulations which apply to the work.

4.2 Performance Measurement/Evaluation

Performance measurement and evaluation will be based on the level of effort guidance in FEMA 327, *"Public Assistance Debris Monitoring Guide"* and the Contractor's ability to provide appropriate and accurate project documentation. The Contractor is expected to work efficiently and effectively, including billing labor rates which are commensurate with the task(s) performed. All time billed under the Contract must be supported by signed timesheets and signed Daily Activity Logs for all positions billed. Volume of work completed by debris removal contractors and number of crews working will also be used to evaluate performance of the monitoring Contractor.

PART V: GENERAL PROVISIONS

5.1 Legibility/Clarity

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

5.2 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

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

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

5.3 Proposal Clarifications Prior to Submittal

5.3.1 Pre-proposal Conference

A Pre-proposal Conference will be held on Wednesday, April 13, 2022 at 10:30 AM located at 21454 Koop Drive, Mandeville, LA 70471, Building B, 3rd floor Staff Conference Room. Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Parish will be stated in writing in response to written questions.

5.3.2 Proposer Inquiry Periods

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

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during a Pre-proposal Conference). All inquiries must be received by the close

of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the Parish. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by e-mail or hand-delivery to:

St. Tammany Parish Government Procurement Department
Attn: Director of Procurement
21454 Koop Drive, Suite 2F
Mandeville, Louisiana 70471
E-Mail: purchasing@stpgov.org

An addendum will be issued and posted at the Parish website, www.stpgov.org, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any Parish employee or Parish consultant. It is the Proposer's responsibility to check the Parish website frequently for any possible addenda that may be issued. The Parish is not responsible for a Proposer's failure to download any addenda documents required to complete an RFP.

Proposer shall be aware that this RFP is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposers are not provided an opportunity to protest the process or results of this RFP.

5.4 Errors and Omissions in Proposal

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

5.5 Proposal Guarantee

Each proposal shall be accompanied by a proposal guarantee in the form of a bond or a certified or cashier's check or money order made payable to the Parish of St. Tammany, in the amount of Fifty-thousand (\$50,000.00) dollars (*may be a percentage of the bid amount*). If a bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

Proposal guarantees shall be subject to forfeiture for failure on the part of the selected Proposer to execute a contract within seven (7) days after such contract is submitted to Proposer in conformance with the terms, conditions, and specifications of this solicitation. Proposal

guarantees in the form of a check or money order shall be returned upon the award of a contract or upon rejection of all proposals.

5.6 Performance and Payment Bond

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

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

5.6.1 Performance Bond

The successful Proposer shall be required to provide a performance (surety) bond equal to 100% of the Contract Price (including amendments) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the Parish.

The performance bond is to be provided within 10 (ten) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

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

5.6.2 Payment Bond

The successful Proposer may be required to provide a payment (surety) bond equal to 100% of the Contract price (including amendments) to insure the payment of subcontracts and other liabilities incurred by the Contractor during the performance of the work under the contract negotiated between the successful Proposer and the Parish.

The payment bond is to be provided within 10 (ten) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

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

5.7 Changes, Addenda, Withdrawals

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

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

5.8 Withdrawal of Proposal

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

5.9 Material in the RFP

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

5.10 Waiver of Administrative Informalities

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

5.11 Proposal Rejection

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

5.12 Ownership of Proposal

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

5.13 Cost of Offer Preparation

The Parish is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing

for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Parish.

5.14 Non-negotiable Contract Terms

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

5.15 Taxes

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

5.16 Proposal Validity

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

5.17 Prime Contractor Responsibilities

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

5.18 Use of Subcontractors

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

If it becomes necessary for the prime contractor to use subcontractors, the Parish urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small

entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the Parish.

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

5.19 Written or Oral Discussions/Presentations

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

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

Written or oral discussions/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Any such written or oral discussions/presentations shall be initiated by the Parish. Proposals may be accepted without such discussions.

5.20 Acceptance of Proposal Content

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

5.21 Evaluation and Selection

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

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

Results of the evaluations will be provided by the Evaluation Committee to the Procurement Director. Written recommendation for award shall be made for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the Parish, price and other factors considered.

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

5.22 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Procurement Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

5.23 Contract Award and Execution

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

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

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment "B" of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **twenty (20) calendar** days of delivery of it, the Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

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

The Parish intends to award to a single Proposer.

5.24 Acknowledgment and Waiver of Protest Rights

Proposer shall execute an Acknowledgment and Waiver (the "Waiver") (Attachment "C") and shall produce same to the Parish along with its proposal. Such Waiver shall state that Proposer has read this RFP and the Waiver, and understands that the Parish's obligations under this RFP are not dictated by Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands that it is provided no opportunity for protest and waives all such rights.

5.25 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, the Procurement Department will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the Parish, the Parish may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

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

5.26 Insurance Requirements

The Contractor shall comply with all insurance requirements of the Parish as contained in Attachment "D". All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to the commencing of any work. Contractor shall furnish the Parish with certificates of insurance effecting coverage(s) required by the RFP (see Attachment "D"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

5.27 Subcontractor Insurance

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

5.28 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Parish from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Parish. In connection therewith, the Contractor shall execute the Hold Harmless Agreement furnished by the Parish (Attachment "E"). Work may not commence until such Hold Harmless Agreement is executed by the Contractor and received by the Parish.

Contractor will indemnify, defend and hold the Parish harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the Parish in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Parish shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at

Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Parish may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Parish shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Parish's exclusive remedy to take action in the following order of precedence: (i) to procure for the Parish the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Parish up to the dollar amount of the Contract.

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

5.29 Fidelity Bond Requirements

Omitted as not applicable to this RFP.

5.30 Payment

5.30.1 Payment for Services

The Parish shall pay Contractor in accordance with the Pricing Schedule set forth in Attachment "A". The Contractor may invoice the Parish monthly at the billing address designated by the Parish. Payments will be made by the Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Parish. Invoices shall include the purchase order number. Invoices submitted without this information will not be approved for payment until the required information is provided/reflected on the invoice.

The Parish may specify weekly billing, or other billing periods. All time billed under the contract must be supported by signed Daily Activity Logs and signed timesheets for all positions billed.

5.31 Termination

5.31.1 Termination of the Contract for Cause

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

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

5.31.2 Termination of the Contract for Convenience

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

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

5.31.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish Council. If the Parish Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5.32 Assignment

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

5.33 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal.

The Parish does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

5.34 Audit of Records

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

5.35 Civil Rights Compliance

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

5.36 Record Retention

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

5.37 Record Ownership

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

5.38 Content of Contract/ Order of Precedence

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

5.39 Contract Changes

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

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

5.40 Substitution of Personnel

The Parish intends to include in any contract resulting from this RFP the following condition:

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

5.41 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this RFP. Jurisdiction and venue for any suit filed in connection with this RFP process and contract shall be exclusive to the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana.

5.41.1 Provision for Contracts Under Federal Awards

In addition to other federally mandated provisions stated in this Request for Proposals, the Contractor hereby agrees to adhere to the provisions fo 2 CFR, Part 200, Appendix II, as applicable to this Contract.

5.41.2 Federal Requirements Flow Down

Federal standards mandate teh maximum flow down to all Proposer affilitates (subcontractors). The Prime Contractor assumes responsibility for compliance with all federal requirements and all performance by its affiliates.

5.42 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.43 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

5.44 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

5.45 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

5.46 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act. Attachment "I-1", "I-2" and "I-3" must be executed and submitted with proposal.

5.47 DBE Participation

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (DBEWOLS) are used when possible. The prime contractor is required to take the affirmative steps listed at 2 CFR 200.321 paragraphs (1) through (5). Information on certified DBE/Women's Enterprise Firms can be found at:

<http://www8.dotd.louisiana.gov/ucp/>

To receive consideration for DBEWOLS Firms Participation in the evaluation process, the Proposer must 1) be a DBEWOLS, or 2) provide a signed letter of intent from one or more DBEWOLS firms stating that firm will work on the project or 3) provide evidence the Proposer took the affirmative steps listed in 2 CFR 200.321 but was unable to obtaining a DBEWOLS firm to perform project work. The Proposer must submit the forms in Attachment "J" to receive consideration.

Attachment A
RFP#22-3-3
Coordination & Monitoring of Debris Removal

**APROPOSAL RATE SHEET COORDINATION AND
MONITORING OF DEBRIS REMOVAL**

POS#	POSITION DESCRIPTION	RATE PER HOUR
00001	Project Manager	\$
00002	Field Supervisor	\$
00003	Crew Leader	\$
00004a	Load Monitor	\$
00004b	Disposal Site/Dump Monitor	\$
00004c	Truck Certification Monitor	\$
00005	Database Manager	\$
00006	Data Processing	\$
00007	Clerical Technician	\$
00008	Special Inspector	\$
	TOTAL HOURLY RATE for ALL POSITIONS	\$
<i>List any other positions desired below. (subject to Parish approval).</i>		
		\$
		\$
		\$
		\$

Rates above are inclusive of all equipment, supplies, travel, per diems, overhead and other indirect costs.

Proposer must include a flowchart of all positions proposed indicating number of subordinates each supervisor position oversees.

I have received Addenda #s _____

Company Name _____

Printed Name of Provider _____

Signature of Provider _____

Address _____

State _____

License Number _____

Classification _____

Telephone Number _____

Date _____

ATTACHMENT "B"

CONTRACT FOR PROFESSIONAL SERVICES

Contract No.: «txtContractNum»

Be it known, that on this _____ day of _____, 202_, the Parish of St. Tammany, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and «txtREQCompanyName», an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") do hereby enter into this Contract for Professional Services under the following terms and conditions.

1. SCOPE OF SERVICES

Provider hereby agrees to furnish the following services:
«txtScopeSummary»

2. DOCUMENTS

- A.** The Provider shall furnish sufficient sets of plans, specifications and Contract documents.
- B.** All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Parish except as otherwise provided herein. The Provider shall furnish to the Parish copies of any project documents requested by the Parish.
- C.** The Parish shall furnish without charge all standard plans and specifications and any other information which the Parish now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.
- D.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Parish in the performance of the Contract, all as of the date of the signing of this Contract. Notwithstanding anything to the contrary in any other provision of this Contract, none of the Contract documents provided by the Parish are or will become the property of the Provider but shall remain the property of the Parish to the extent the Parish has a property interest therein.
- E.** Notwithstanding any Section hereinafter, there will be retention of all related records as follows:

ATTACHMENT "B"

- 1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this Contract. All records, reports, documents, exhibits or other material related to this Contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Provider to Parish, at Provider's expense, at termination or expiration of this Contract.
 - 2) The Parish and Provider acknowledge and agree that the Parish has the right to review all records, reports, worksheets or any other material of either party related to this Contract. Provider further agrees that Provider will furnish to the Parish, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this Contract.
 - 3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
 - 4) Provider shall retain all of its records and supporting documentation applicable to this Contract with the Parish for a period of three (3) years after termination of the Contract, except as follows:
 - a. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
 - b. All such records and supporting documentation shall be made readily available, upon request, for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this Contract to be retained by the Parish for the required period of time.
- F.** In the event there is re-use of any documents created by Provider, Provider invokes the protections afforded it as per La. Revised Statute R.S. 38:2317.
- G.** All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.

ATTACHMENT "B"

3. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to all payments that may be due Provider by Parish. The Payment Schedule is set forth in Section I, above.

A. IF ON AN HOURLY BASIS:

- 1) Provider agrees to submit, at the end of each calendar month, a written and detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). All invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their name, classifications, and a detailed description of the work performed.
- 2) Unless otherwise authorized in writing, Provider will not be paid for research, or for photocopies at more than \$0.15 (fifteen cents) per copy for copies less than 11" x 17" and copies larger than 11" x 17" shall be charged on a reasonable basis.
- 3) There shall be no fees charged by nor paid to Provider for consultation with the Parish, secretarial time, attendance at public meetings, and/or travel time for consultation with the Parish, unless specifically provided for in the Scope of Work to be performed, without the express written pre-approval of the Parish.
- 4) Invoices for services shall be submitted by Provider to the Director of the Department within the Parish issuing the work for review and approval.
 - (a) All invoices must indicate the Parish Purchase Order Number and Work Order Number.
 - (b) All billings by Provider for services rendered shall be submitted in writing.
 - (c) Provider shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by the Parish. Failure by Provider to obtain pre-approval from the Parish of expenditures in excess of \$250.00 shall constitute grounds for denial of payment for that expense.

ATTACHMENT “B”

- (d) Out of state or parish travel time is billable as services only and specifically at the direction and convenience of the Parish, if it is performed during normal working hours, and if it does not cause service charges for the day to exceed eight hours. Such travel time must be pre-approved, in writing, by the Parish.
 - (e) Provider hereby agrees that it shall be solely responsible for the payment of all applicable local, state and, federal taxes on the funds it receives under this Contract.
- 5) The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days of receipt, unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed in connection with an invoice, the Parish may withhold full or partial payment of any invoice until a successful and satisfactory resolution can be reached between the Parties. Parish agrees to not unreasonably withhold payments of any invoice.
- 6) Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

B. IF ON A LUMP SUM BASIS:

Where there is payment based upon a lump sum fee for all required for this project, the Parish shall pay the Provider a lump sum fee at the conclusion of the project and acceptance by the Parish, unless other terms are negotiated and agreed upon by both Parties in the Scope.

C. IF ON OTHER BASIS

If there is any other payment method, other than hourly or lump sum, the terms shall be specified in Section 1 (Scope of Services) above.

ATTACHMENT “B”

4. NON-ASSIGNABILITY

Provider shall not assign nor transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the Parish. Failure to obtain the prior written consent of the Parish may be grounds for termination of this Contract. Claims for money due or to become due to the Provider from the Parish under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

5. BUDGET LIMITATION

- A. The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.
- B. It is the responsibility of the Provider to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Provider’s method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider’s qualifications and experience.
- C. The continuation of this Contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

6. NOTICE TO PROCEED

ATTACHMENT "B"

The Parish, or a Department Director, shall issue the Provider a Notice to Proceed in writing. This notice shall include the Work Order Number, Purchase Order Number, and instructions to undertake the services stated herein. The Provider shall commence the services within ten (10) days after receipt of such notification, unless a shorter time period has been provided in the scope of services, or in emergency situations. The work necessary for the completion of each task shall be completed promptly following the Provider's receipt of the Notice to Proceed. If the Parish desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Parish and the Provider shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The Provider will be given time extensions for delays beyond its control, or for those delays caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed or due Provider for such delays caused by the Provider.

7. INSURANCE

The Provider shall secure and maintain at its expense such insurance as may be required by the attached "Insurance Requirements". It is specifically understood that this agreement shall not be effective until such time as all insurance requirements are met by the Provider and approved by the Parish.

8. OTHER TERMS AND CONDITIONS

- A. The Provider shall, at all times during the term of this Contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of St. Tammany.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in St. Tammany Parish. In the event the Parish must have work performed on a construction Contract via a Change Order resulting from an error or omission by the Provider, the Provider shall provide, at no cost to the Parish, all professional services attributable to that Change Order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.
- C. To the fullest extent permitted by law, Provider shall indemnify and hold harmless the St. Tammany Parish Government, its elected and appointed officials, departments,

ATTACHMENT "B"

agencies, boards and commissions, their officers, agents, servants, employees including volunteers, from and against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any acts, errors, and/or omissions, by Provider, its agents, servants or employees, and subcontractors, as well as any and all costs, expenses and/or attorney fees incurred as a result of any claims, demands, and/or causes of actions that arise while engaged in connection with the services required to be performed by the Provider under this Contract. Provider further agrees to pay all reasonable expenses and attorneys' fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions in this Contract.

- D.** This Contract shall be binding upon the successors and assigns for the Parties hereto.
- E.** This Contract represents the entire Contract between Parish and Provider.
- F.** This Contract is made under the Laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Provider hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany shall apply.
- G.** In the event that the Provider modifies the Parish's Contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's Contract documents, or fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions in this Contract.
- H.** Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other

ATTACHMENT "B"

consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this Contract without liability.

- I.** This Contract may be amended only by mutual written consent of the respective Parties.
- J.** Third Party Beneficiary: it is specifically agreed by and between the Parties to this Contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this Contract.
- K.** Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L.** Any failure or delay by either party in exercising any right or remedy will not constitute a waiver of such right or remedy.
- M.** Severability: if any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.
- N.** It is specifically understood that the terms "agreement" and "Contract" may be used interchangeably. It is specifically understood that the terms "Owner", "Director" and "Parish" and "the Parish of St. Tammany" may be used interchangeably.
- O.** Conflict of Interest: it is understood and agreed between the Parties hereto that Provider is not retained exclusively by the Parish but that the Parish may be retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other Parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.
- P.** Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider

ATTACHMENT "B"

agrees to withdraw from this agreement.

- Q.** Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R.** Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services as would a reasonably-related Provider in St. Tammany Parish.
- S.** Provider agrees to perform all services in a workmanlike and professional manner. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.

9. TERMINATION, CANCELLATION, AND SUSPENSION

A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually

ATTACHMENT "B"

performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

B. Cancellation

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

C. Suspension

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days notice. The Parish will also supply Provider thirty (30) days notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

D. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

E. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

F. As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens

ATTACHMENT "B"

or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

10. AUDITORS

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three years after the date of final payment under this Contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this Contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

11. TERM OF CONTRACT

- A. The effective date of this agreement shall begin on the date of the Parish President's signature or acceptance of the Provider's insurance carrier, whichever occurs last. Notwithstanding the foregoing, in no event, shall this Contract be valid until it has been approved in writing by the Parish President or his designee.
- B. This Professional Services Contract shall terminate as follows:
 - 1) As per the terms and conditions of Paragraph 9 hereinabove, or;
 - 2) As per operation of law, or;
 - 3) As agreement between the Parties, or;
 - 4) Upon the satisfactory completion of all services and obligations described herein, or;
 - 5) As per the Parish Charter, under Section 5-06(B).

12. DISCRIMINATION CLAUSE

ATTACHMENT "B"

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

13. INDEPENDENT CONTRACTOR

- A. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor (as defined in LA R.S. 23:1021(7)), and not as an employee of the Parish. Nothing herein shall create a partnership between the Provider and the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- B. Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider

ATTACHMENT "B"

agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

C. Provider acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

14. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

Parish of St. Tammany: Office of the Parish President
P.O. Box 628
Covington, La. 70434
(985) 898-2700

Provider: «txtREQCompanyName»
«txtREQAddress»
«txtREQCity», «txtREQState» «txtREQZip»

15. RECORDATION OF CONTRACT

Provider authorizes Parish to deduct from any payment due herein costs for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Provider agrees to execute an excerpt or extract of this agreement for recordation purposes. If Provider fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Provider and Parish is hereby authorized to deduct all related costs from any proceeds due to the Provider.

16. AUTHORITY TO ENTER CONTRACT

ATTACHMENT "B"

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Provider is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Provider supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract.

This Contract is executed in **Three (3)** originals. IN TESTIMONY WHEREOF, they have executed this agreement, the date(s) written below.

WITNESSES:

PROVIDER:

Signature

Signature

Print Name

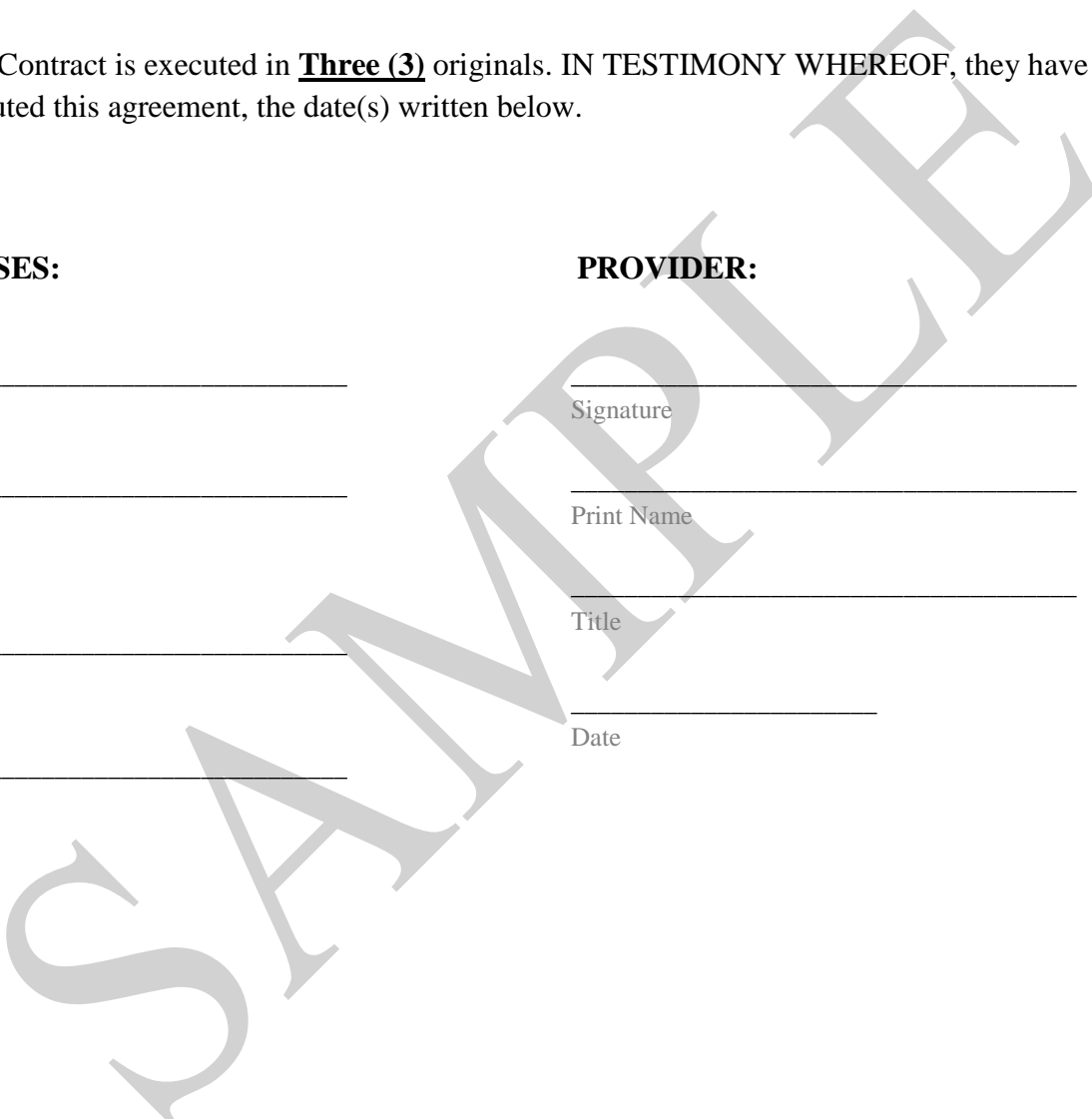
Print Name

Signature

Title

Print Name

Date



ATTACHMENT "B"

WITNESSES:

Signature

Print Name

Signature

Print Name

ST. TAMMANY PARISH GOVERNMENT:

Michael B. Cooper
Parish President

Date

APPROVED BY:

Assistant District Attorney – Civil Division

Date

SAMPLE

Attachment C

ACKNOWLEDGMENT AND WAIVER

_____ (“Proposer”) hereby acknowledges that it has received Request for Proposal No. _____ (“RFP”), issued by the St. Tammany Parish Government, and has been advised that same is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands and acknowledges that it has not been granted and otherwise possesses no right to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Contractor in connection therewith.

To the extent that the Proposer may otherwise have any such rights, Proposer herein waives all such rights to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Contractor in connection therewith and agrees it will not file claims of any type or manner, in a court of law or otherwise, in any way related to same.

SIGNED, this _____ day of _____, 202__.

WITNESSES:

Proposer

Printed Name: _____

By: _____
(Signature of Authorized Representative)

Printed Name: _____

Printed Name: _____

Title: _____

STATE OF _____

PARISH/COUNTY OF _____

SWORN TO and subscribed before me, Notary, on this _____ day of _____, 202__.

NOTARY PUBLIC
My Commission Expires: _____



Attachment D

INSURANCE REQUIREMENTS*

Essential Services Project: Coordination & Monitoring of Debris Removal

RFP#: 22-3-3

*****IMPORTANT – PLEASE READ*****

Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.

These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
 3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
 4. Deductibles/Self-Insured Retentions: Any deductibles and/or self-insured retentions in the described insurance policies **must be declared on the Certificate of Insurance**, and are both assumed by and the sole risk of the Provider. The Parish will have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate. The Parish may require Provider to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the Parish assumes no liability or obligation resulting from its examination, acceptance, or rejection of information presented.
 5. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-####, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

The insurance coverages checked (✓) below are those required for this Contract.



1. **Commercial General Liability*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal/Advertising Injury;
 - e) Broad form property damage (for Projects involving work on Parish property);
 - f) Explosion, Collapse and Damage to underground property.
 - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.



2. **Business Automobile Liability*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
 - a) Any auto;

or

 - b) Owned autos; **and**
 - c) Hired autos; **and**
 - d) Non-owned autos.

Endorsement for Pollution coverage for all vehicles used to transport fuel.



3. **Workers' Compensation/Employers Liability insurance*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.



4. **Pollution Liability and Environmental Liability*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
 - a) continued renewal certificates **OR**
 - b) a 24 month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.



5. **Contractor's Professional Liability/Errors and Omissions*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
 - a) continued renewal certificates **OR**
 - b) a 24 month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.



6. **Marine Liability/Protection and Indemnity*** insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability

***Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
- F. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.

- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

**St. Tammany Parish Government
Attn: Risk Management
P O Box 628
Covington, LA 70434**

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

***NOTICE: St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.**

Any inquiry regarding these insurance requirements should be addressed to:

**St. Tammany Parish Government
Office of Risk Management
P O Box 628
Covington, LA 70434
Telephone: 985-898-5226
Email: riskman@stpgov.org**

Attachment E

HOLD HARMLESS AGREEMENT

_____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, its officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit, as described in the paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this ____ day of _____, 20__

WITNESSES:

Print Name: _____

Print Name: _____

BY: _____
(Signature of Authorized Officer)

Print Name: : _____

Title: _____

STATE OF _____

PARISH/COUNTY OF _____

SWORN TO and subscribed before me, Notary, on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Please complete the following:

Claims contact for this project will be:

(Print name and title of Contact Person)

Address

Email address

Telephone#

Cell #

Fax #

**AFFIDAVIT PURSUANT TO LA R.S. 38:2224 AND ETHICS PROVISIONS
FOR PROFESSIONAL & ESSENTIAL SERVICE CONTRACTS**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, who is seeking a Professional or Essential Service Contract with St. Tammany Parish Government.
2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

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

4. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.

5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

Printed Name: _____

Title: _____

Entity name: _____

THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 202__.

Notary Public

Print Name: _____

Notary I.D./Bar No.: _____

My commission expires: _____

**AFFIDAVIT PURSUANT TO LA R.S. 38:2212.10 CONFIRMING
REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION
SYSTEM**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.
2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
3. That affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

Printed Name: _____
Title: _____
Name of Entity: _____

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 202__.**

Notary Public

**Attachment G
Sample Scoring Matrix
RFP # 22-3-3
Coordination & Monitoring of Debris Removal**

Vendor/Business Name _____

Evaluator's Name _____

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Compliance with the RFP	5pts		
Understanding of the Project	5pts		
Approach to the Project; Proposer's "Emergency Debris Removal Coordination and Monitoring Plan (The Monitoring Plan)	30pts		
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the projects; References	20pts		
Overall costs and fees to be charged	20pts		
Use of DBE's, Women-Owned or Labor surplus firms	5pts		
Financial Strength & Stability	15pts		

Vendor Total

100pts

Signature of Evaluator: _____

Date: _____

ATTACHMENT "H" - Scope of Services

Coordination & Monitoring of Debris Removal

SERVICE REQUIREMENTS

- A. General Requirements
- B. Project Requirements
- C. Contractor Staffing Requirements
- D. Reporting Requirements
- E. Billing Requirements

A. GENERAL REQUIREMENTS

The Contractor shall meet all Contract requirements in the general Professional Service Contract including the prescribed insurance requirements and provide all labor, equipment and materials required to perform the Scope of Work outlined in RFP-COORDINATION & MONITORING OF DEBRIS REMOVAL and Attachments.

Contractor, or his representative, must attend the "St. Tammany Parish Annual Emergency Kickoff Meeting" held at the Emergency Operations Center in Covington, LA annually prior to the start of the hurricane season.

B. PROJECT REQUIREMENTS

1. Contractor must be ready to commence work based on disaster declarations. Contractor must be prepared to commence work during emergency road network restoration work by others (the Push) immediately following an emergency event.
2. Commencing on the declaration of a disaster, at the discretion of STPG, Contractor must staff at least one field office to manage the Push, EDR&D and WWDR Programs. Contractor shall provide all equipment, supplies and security necessary to operate the field offices. Contractor shall be responsible for all costs associated with the establishment and operation of any field office needed.
3. Field Offices must be staffed at a sufficient level to handle the resulting phone calls and requests relating to the Push, and/or the EDR&D, and/or WWDR Programs in a timely manner and at all times will have a minimum of two (2) people on duty.

Field Offices shall be open as follows unless otherwise directed by STPG:

- Monday through Friday - 8:00 am - 8:00 pm
- Saturday - 8:00 am - 12:00 noon
- Sunday - To Be Determined

4. If necessary, Contractor shall be responsible to maintain and staff a "project main office" in STPG and same shall be operational within one month of the disaster declaration. Sufficient staff and phone lines shall be available so that timely responses and services can be provided to the people of STPG for the Push, EDR&D and WWDR Programs.

5. Contractor shall be responsible to handle all calls from the public, the Push, EDR&D and WWDR Contractors and any Subcontractors. Contractor shall provide logs with of all phone calls received, including caller name, location and contact info to STPG.
6. Contractor shall be responsible to coordinate all aspects of the project with FEMA, and any other regulatory agency, and to ensure that only eligible work and projects are performed by the Push, EDR&D and WWDR Contractors. Contractor shall issue tickets for eligible work only.
7. Contractor shall be responsible to implement all items of the Push, EDR&D and the WWDR Programs.
8. Contractor will be required to work with the Parish on the development of a RFP or bid document for any additional requirements relating to the disaster.
9. Contractor shall take all steps necessary to process the paperwork, secure approval from FEMA and any other agency and issue authorization to proceed as required by STPG.
10. Contractor shall insure that all work relating to the disaster is completed within the prescribed deadlines set by STPG.
11. Contractor shall monitor, supervise, coordinate and manage all aspects of the Push, EDR&D and WWDR Contracts and insure that only eligible work is performed. Contractor shall insure compliance of all Contractors, Subcontractors and personnel with FEMA 325, FEMA 327, FEMA 321, FEMA Public Assistance Policy Guides and any other agency, and all other policies & procedures and Project Worksheets (PWs) issued by FEMA or other federal or state agencies in response to a disaster or debris causing event. Contractor will also insure compliance with any amendments or revisions to said regulations, policies, procedures and PWs which occur during the process of implementing the Push and EDR&D Contracts. Full accounting and reporting is required for successful completion of the project.
12. The Contractor is responsible for all additional tasks that may be added to the scope of work to meet FEMA and any other agency program requirements.
13. Contractor is responsible for documenting the debris contractor's compliance with debris site regulations, including site permitting and preparation, and site restoration after completion of removal activities. Before and after photos of all TDSRs and disposal sites shall be obtained.
14. Contractor is responsible for suppling to the Parish access to online "live" portal of access to monitor grid formatted locations of debris removal trucks and personnel as well as eligible tickets, areas of completion and information requested by Parish for purpose of tracking.
15. Monitors for waterway debris removal should have verified experience (recent/1 to 2 year) with DNR, Corps of Engineers NOLA District, CPRA and LDWF Scenic River Permits.

C. CONTRACTOR STAFFING REQUIREMENTS

Only positions and rates authorized by the resulting contract of this Proposal will be utilized to perform the work. Any positions or rates billed STPG other than those listed and approved in the contract will not be paid. See Final Contract "APPROVED POSITIONS & RATES".

1. All staff shall be adequately trained and qualified to execute the project requirements and ready upon notification of activation.

NOTE: Work to be managed by this project may require different types of monitoring. Some work may be monitored on a completed lump sum basis and other work may be monitored and recorded under cubic yards. All debris items/piles should be photographed prior to removal. The cleared ROW or other facility should be photographed to document proper completion of the removal. All damages to public and private property caused during project operations should be immediately photographed and documented.

2. In the Proposal, the Contractor shall provide a flow chart showing the proposed positions, titles, and oversight structure of the workforce. Upon award and activation of the contract, the Contractor shall provide to STPG for approval a detailed flow chart showing the following:

- a. Approved Position/title/duties;
- b. Number of employees for each position;
- c. The approved rate for each position;
- d. Any other resources needed to implement the Push, EDR&D and WWDR Contracts and Plans.

During activation the flow chart shall be updated weekly by the Contractor based upon the tasks to be performed, the amount of activity and the volume of work.

3. The debris monitor's roles and responsibilities in the field include, but are not limited to:
 - Measure and certify truck capacities (recertify on a regular basis).
 - Legibly complete and physically control load tickets (in monitoring towers and the field). (Electronic tickets will be eligible based on their ability to meet all requirements of current paper forms & approval by STPG.). **Electronic tickets must be accompanied by photographs of 1) the ROW loading process, and 2) the filled truck at the disposal site (from the Tower).**
 - Validate hazardous trees, including hangers, leaners, and stumps (use appropriate documentation forms).
 - Ensure that trucks are accurately credited for their load. Photograph each filled truck at the disposal site Tower.
 - Ensure that debris is mechanically loaded into trucks, and is reasonably compacted.
 - Ensure that trucks are not artificially loaded to maximize reimbursement (e.g., debris is wetted, debris is fluffed - not compacted).
 - Ensure that hazardous waste is not mixed in with loads.

- Ensure that all debris is removed from trucks at the TDSR/Debris Management Sites or other disposal sites.
- Report cases where improper equipment is mobilized and used.
- Report cases where personnel safety standards are not followed.
- Report cases where general public safety standards are not followed.
- Report & photograph damages caused by contractors.
- Report if completion schedules are not on target.
- Ensure that only debris specified in the scope of work of the Push, EDR&D and/or WWDR is collected and identify work as potentially eligible or ineligible. Ineligible work should not be ticketed.
- Monitor site development and restoration of the Debris Management Sites & Temporary Debris Staging & Reduction Sites (TDSRs).
- Ensure daily loads entering the Debris Management Sites meet permit requirements for those sites.
- Ensure that work stops immediately in an area where human remains or potential archeological deposits are discovered.
- Report to project manager if debris removal work does not comply with all local ordinances as well as State and Federal regulations.

NOTE: ALL TIME UNDER THIS CONTRACT WILL BE PAID AT THE HOURLY RATE REGARDLESS OF THE AMOUNT OF HOURS WORKED. THE HOURLY RATE SHALL INCLUDE ALL ASSOCIATED COSTS FOR THE POSITION, INCLUDING BUT NOT LIMITED TO BENEFITS, INTERPARISH TRAVEL COSTS, OFFICE COSTS, EQUIPMENT, SUPPLIES, ETC. NO ADDITIONAL CHARGES WILL BE ALLOWED OUTSIDE OF THE HOURLY RATE.

5. Time for lunch, personal time, sick time, vacation time, stand-by time, idle time and travel are not billable time.

D. PROJECT MEETINGS & REPORTING REQUIREMENTS

1. MEETINGS

- a. The Contractor will be required to attend the “St. Tammany Parish “Annual Emergency Kickoff Meeting” held at the Emergency Operations Center in Covington, LA annually prior to the start of the hurricane season.
- b. The PDA shall schedule and administer a pre-deployment meeting, periodic progress meetings and specially called meetings throughout progress of the work. The Contractor or Contractor’s representative(s) are required to attend all meetings. The format/agenda for meetings shall be agreed upon by the Parish.
- c. Representatives of Contractors, Sub-Contractors and Suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents. The Parish, at its discretion, may limit attendance of subcontractors.
- d. Other meetings may be required in during the procurement or pre-award period.
- e. Weekly progress meetings are required for the project’s duration.
- f. The debris Contractor’s Project Manager and the PDA are to meet daily to discuss project schedule & progress, issues & obstacles, compliance matters, and other topics as required. Reports of these meetings and topics discussed shall be provided to the Parish daily.

2. PROJECT REPORTING

- a. Contractor shall email copies of all daily load tickets issued, and Daily Project Summary Report, contractor meeting reports, etc. by the following morning.
- b. All Contractor employees shall use STPG's Daily Activity Log to record daily activities and support billed amounts (Attachment H-1). Contractor shall provide detailed daily work plans and schedules for field personnel providing hours of work, lunch and breaks for review and approval of STPG prior to starting work.
- c. Contractor shall use the Parish's "Truck Certification Form" and transmit the original white copy to STPG by the following morning along with the corresponding truck photographs. The Contractor is expected to validate all field calculations for truck capacities and correct any errors the by the following day. After advising the Parish of calculation discrepancies, the PDA is responsible for notifying debris contractor of corrections to certified truck volumes.
- d. Contractor shall meet all reporting requirements for the completion of the Push, EDR&D and WWDR Programs, and any other assigned projects associated with a disaster. Photos of certified trucks, hazardous trees & stumps (prior to removal), debris piles and CY loads or as agency requires. Debris photographs should depict the threat to the public, and the need for removal of the hazard.
- e. Contractor shall submit daily reports as required by STPG. The substance of these reports shall be determined with the PDA based upon the debris activities performed.
- f. Electronic, detailed spreadsheets for the reconciliation of tickets and site specific work are required. Other reports may be requested by STPG as the need arises based upon the activities performed.
- g. The reports must be adequate to demonstrate that sufficient measures were taken to ensure eligibility, accurate debris quantities and labor hours.
- h. The Contractor will be held financially responsible for incomplete reporting or incorrect calculation of certified truck capacities, debris loads or tickets.

3. PROJECT COMPLETION –

The Contractor shall provide STPG Finance Department with two (2) digital copies of all project documentation, reports, tickets, photos, etc. Compact discs preferred.

E. BILLING REQUIREMENTS

1. Billing of Contract Services

Invoices shall be submitted weekly and shall include:

- a. Cover sheet with total hours billed by position.
- b. Timesheets and Daily Activity Logs to document total hours billed.
- c. STPG may require additional information to facilitate payment either at the time of submission or afterward.
- d. All invoices should contain the Purchase Order Number and all supporting documentation.

2. Approval of Debris Contractor Invoices

- a. The Push, EDR&D and WWDR Contractors shall submit all requests for payment to the Coordination & Monitoring Contractor.
- b. The Coordination & Monitoring Contractor shall be required to review, dispute, reconcile and approve (certify) all payments to be made by STPG to the Push, EDR&D & WWDR Contractor or any other assigned Contractor.

*** End ***

**ACKNOWLEDGEMENTS REGARDING
FEDERAL ASSISTANCE WITH DEBRIS REMOVAL**

The Contractor acknowledges that any activation under this Contract may be declared for federal assistance and acknowledges the following:

**COMPLIANCE WITH FEDERAL LAW,
REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor agrees to comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**PROGRAM FRAUD AND FALSE OR
FRAUDULENT STATEMENTS OR RELATED ACTS.**

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

Contractor's Authorized Official or Principal's Signature

Printed Name and Title

Firm Name

Date

THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL

BYRD ANTI-LOBBYING CERTIFICATION
31 U.S.C. 1352

For Contracts of \$100,000 or more, including amendments, the undersigned Prime Contractor's Authorized Official or Principal certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federally funded contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federally funded contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)] A copy of Standard Form LLL is available from St. Tammany Parish Government, Procurement Department.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients (subcontractors) shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction or contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction or contract imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Pursuant to 31 U.S.C. §

(Byrd Anti-Lobbying Continued)

1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned Prime Contractor's Authorized Official or Principal also agrees that the requirements of the Byrd Anti-Lobbying Act, and associated regulations, applies to all tiers of subcontractors performing work under the Contract.

The undersigned Prime Contractor's Authorized Official or Principal certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Prime Contractor's Authorized Official or Principal understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification, Contract and disclosure, if any.

Contractor's Authorized Official or Principal's Signature

Printed Name and Title

Firm Name

Date

THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL

**SUSPENSION AND DEBARMENT
CERTIFICATION BY CONTRACTOR**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, and **must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.**
- (3) This certification is a material representation of fact relied upon by St. Tammany Parish Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to St. Tammany Parish Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. **The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions (sub-contracts).**

Contractor's Authorized Official or Principal's Signature

Printed Name and Title

Firm Name

Date

THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL

**Disadvantaged Business Enterprises, Women-Owned
& Labor Surplus Area Firms (DBEWOLS) Compliance**

INSTRUCTIONS

The Proposing Firm is required to take the affirmative steps listed in 2 CFR 200.321 (1-5). In addition, the following documentation is required to be submitted with the response to this RFP in order for consideration to be given for DBEWOLS Participation.

1. DBEWOLS Commitment Agreement Form (See sample) – use when a DBE firm is to be used (Also complete this form if the PROPOSER is a DBE Firm).
2. Copies of Emails to DBE firms seeking their participation in the Project
3. All Proposers must complete the “Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firms (DEBWOLS) Disclosure Statement and Commitment Agreement Form

DBE Participation Scoring

- | | |
|-------|---|
| 5 pts | Proposing firm is a DBEWOLS firm, or Provides one or more “ <i>Commitment Agreement Form(s)</i> ” completed by a registered DBEWOLS Firm” |
| 3 pts | Proposing firm provides copies of emails evidencing the solicitation of registered DBEWOLS Firms for the project. |
| 0 pts | Proposing firm is NOT a registered DBEWOLS firm, and did NOT solicit registered DBEWOLS firms for the project. |

NOTE: Attachment J Form “Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firms (DEBWOLS) Disclosure Statement and Commitment Agreement Form” MUST BE SUBMITTED WITH THE PROPOSAL.

**Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firms
(DEBWOLS) Disclosure Statement and Commitment Agreement Form**

Disclosure Statement (to be completed & submitted by all Proposers)

<p>___ Check here if Proposing Firm is NOT a registered Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firm.</p>
<p>___ Check here if Proposing Firm IS a registered Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firm.</p>

Commitment Agreement Form (complete as applicable)

*This commitment is subject to the award and receipt of a signed contract between
(Prime Contractor Name) _____ and
St. Tammany Parish Government.*

Project Name: _____

RFP No. _____

Type of Firm ___ DBE ___ Women-Owned ___ Labor Surplus Area

Firm Name _____

Address _____

City, State, Zip _____

Phone (____) _____

Contact Person _____

Email _____

Contact Signature _____

The above named DBE, Women-Owned or Labor Surplus Area firm has agreed to perform services for
(Prime Contractor Name) _____ in the event it is awarded the Contract for
the Project and RFP referenced above: The services to be provided may include, but are not limited to:
