



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# 22-5-3 – Emergency Infrastructure Restoration, Debris Removal and Disposal

Responses will be received by the Department of Procurement, until **2:00 P.M. CST Wednesday, April 20, 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://wwwcfprd.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 1:00 PM CST/CDT on Tuesday, March 29, 2022, at 21454 Koop Drive, Mandeville, LA 70471, Building B, 3rd floor 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

Emergency Infrastructure Restoration, Debris Removal and Disposal



RFP Number: 22-5-3

Proposal Opening Date: Wednesday, April 20, 2022

Proposal Opening Time: 2:00 PM

February 18, 2022

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REQUEST FOR PROPOSAL FOR

Emergency Infrastructure Restoration, Debris Removal and Disposal

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 Emergency Infrastructure Restoration, Debris Removal and Disposal.

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	March 16, 2022	8:00 AM
2. Non- Mandatory Pre-Proposal Conference- (Building B Conference Room) Attendance is strongly urged	March 29, 2022	1:00 PM
3. Deadline to receive written inquiries	April 8, 2022	2:00 PM
4. Deadline to answer written inquiries	April 14, 2022	2:00 PM
5. Proposal Opening Date (deadline for submitting proposals)	April 20, 2022	2:00 PM
6. Oral discussions with proposers, if applicable		TBD
7. Notice of Intent to Award to be mailed		TBD
8. Contract Initiation		TBD

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: Emergency Infrastructure Restoration, Debris Removal and Disposal**
- X **RFP #: 22-5-3**
- X **Proposal Opening Date: Wednesday, April 20, 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” (A-1 & and A-2).** 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).
- 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

This RFP is for storm events or other peril such as flooding, wildfires, ice storms, tornados, etc. The Parish, AT ITS SOLE DISCRETION, shall determine if the RFP contract will be activated depending on the event's impact in St. Tammany Parish. Parish activation shall not be a guarantee of the volume of work to be performed.

The Parish has 1,600 miles of maintained roads, 2,731 miles of streams and 441 miles of Parish maintained laterals in the unincorporated area.

Provider services would include the the following tasks as they relate to emergency infrastructure restoration, debris removal, and disposal as follows:

Task 1- Emergency Infrastructure Restoration-The Push

The Contractor will provide management, supervision, all labor, equipment and materials needed to clear the Parish road network of debris within the first 70 hours of disaster declaration, "The Push." The Parish and their Parish Designated Agent (PDA) will provide a list of work areas and roads for the contractor to push debris from the travel lanes in a priority order. See Attachment "L" - MAPS- Priority Roads and Road Classification (East & West Section)

Parish roads/routes are separated into four classifications:

- 1) FHWA Eligible State Routes
- 2) FEMA Eligible State Routes
- 3) FHWA Eligible Local Streets
- 4) FEMA Eligible Local Streets

Invoices for roads cleared must clearly indicate one of the four classifications above.

The Parish may elect to not activate the Push contract depending on the level of intensity of a hurricane or the magnitude of the emergency event. The Parish reserves the right to mobilize

enough forces to handle the event at hand.

The Contractor will be paid hourly for equipment and manpower at the rates proposed and agreed upon. All work must be documented as it is performed, including equipment type, operator name, work location with start and stop times. Idle equipment or idle labor time will not be documented nor paid (for example, equipment trailers will only be paid for time transporting equipment). Mobilization is included in the hourly rates for manpower and equipment. The period of performance shall be limited to the first 70 hours after the disaster or emergency declaration. There can be more than one period of performance within the contract term, including any extensions. A separate Notice to Proceed will be issued for each event requiring services.

The Parish seeks to enter into a time (hourly rate) contract with a “not-to-exceed” amount determined by the magnitude of the disaster event.

Pricing sheet Attachment- “A” A-1 - The Push

Task 2- Debris Removal and Disposal

The Contractor will provide all labor, equipment, and materials to perform debris removal and disposal service for FEMA eligible residential debris, including construction debris, loose vegetative storm debris, hazardous leaning trees, trees with hanging limbs, hazardous stumps, and other disaster-generated debris, wherein this debris poses an imminent danger and threat to the public health, safety, and welfare of the residents in the jurisdiction of the Parish.

All work performed under this Contract shall be coordinated, supervised, and monitored by the Parish or the Parish Designated Agent (PDA). Debris from businesses, commercial or industrial sites shall not be removed or hauled under this Contract.

The Parish may elect to not activate the EDRD contract depending on the level of intensity of a hurricane or the magnitude of the emergency event. The Parish reserves the right to mobilize enough forces to handle the event at hand. More than one event activation is possible during the contract period.

Contractor shall provide sufficient management, administration, supervision, and safety & quality controls, and project controls to assure the safety, quality, completeness, and timely progress of the work in compliance with FEMA and other federal agencies’ eligibility criteria.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED WITHIN THE TIME LIMIT OF THE DISASTER DECLARATION OR OTHER FEMA PROGRAM FOR DEBRIS REMOVAL UNLESS OTHERWISE DETERMINED BY THE PARISH.

Upon activation of the Contract, a timeline will be established by the Parish for the performance of work. In addition to timelines, The Parish will require a designation of the number of crews, types of trucks and equipment, areas of deployment, staging, and final disposition sites. Timelines and response parameters set forth by the Parish shall be adhered to by Contractor, failure to do so will result in the Parish availing itself of all default remedies set forth in the Contract, including liquidated damages and/or termination of the Contract.

All Contractor and subcontractor equipment to be used under the contract shall be certified, documented, and photographed by the Parish or its designated agent prior to beginning work on

the project. All Contractor and subcontractor crews shall be registered with the Parish or its designated agent prior to beginning work on the project.

The Contractor shall not move from one designated work area to another designated work area without prior approval --issuance and receipt of approval from the PDA must occur prior to moving to the next area. The Contractor shall remove all dirt, mud, and debris from the roadways resulting from its operations. The Contractor shall restore all drain-ways, streets, sidewalks, curbs, utilities, fire hydrants, public or personal property, or ROW areas from damage. The Contractor shall be responsible for damages to public or private property caused during the collection and transport of debris.

Contractor shall notify, in writing, the PDA office by 2:00 pm each day of the number of crews, including the make-up of each crew, equipment, and the number of workers for each crew, for all crews that will be working the following day for the purpose of scheduling PDA monitoring personnel assigned to Contractors' crews. All collection and loading of debris from the ROW must be done in the presence of a PDA/monitor. The debris Contractor shall be held financially responsible for monitoring costs incurred waiting on no-show or tardy trucks or crews. The PDA shall document no-shows and tardiness for reporting to the Parish.

The Contractor is responsible for ensuring that its equipment is operational at all times. Minimal allowance will be granted for minor repairs or maintenance to Contractor equipment. Trucks or crews with multiple, continual or excessive breakdowns will be removed from the project.

Additionally, the Contractor shall follow all requirements and responsibilities set forth in Attachment "H" Specifications.

Pricing sheet Attachment- "A" A-2 - Debris Removal & Disposal/Waterways Debris

Task 3- Waterways Debris Removal

The Contractor will provide all labor, equipment, and materials to perform debris removal and disposal service for NCRS eligible and ineligible waterways debris, including construction debris, loose vegetative storm debris, hazardous leaning trees, trees with hanging limbs, hazardous stumps, and other disaster-generated debris, wherein this debris poses an imminent danger and threat to the public health, safety, and welfare of the residents in the jurisdiction of the Parish. All work performed under this Contract shall be coordinated, supervised, and monitored by the Parish or the Parish Designated Agent (PDA). Debris shall not be stockpiled along any navigable ROW. Debris that is cleared and piled must be removed the same day. The contractor must supply transportation for the monitor and Parish when necessary.

The first initial task orders will be based on waterways pre-permitted or in the Parish maintenance system. Waterways to be considered in this scope, including those in the Parish maintenance system, pre-permitted, and those not permitted. The parish reserves the right to add or delete waterways.

The contractor shall perform all work in accordance with FEMA, NCRS, LDEQ, USACE, DNR, State, Federal and local agencies guidelines, rules, and regulations.

The contractor shall immediately clean and repair all roadways, sidewalks, levees, canal banks, etc damaged by operations. This will include re-sloping damaged surfaces.

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>

Pricing sheet Attachment- "A" A-2 - Debris Removal & Disposal/Waterways Debris

2.2 Period of Agreement

The term of the contract will be from the notice to proceed date to December 31, 2022. This contract may be extended for two (2) additional periods of one (1) year each, beginning January 1, 2023, if the Parish and Vendor agree. Notice of intent to renew will be issued in writing by the Parish.

The contract shall terminate pursuant to the terms and conditions stated above and in the contract, or pursuant to the terms and conditions of Section 5.31 herein; or by operation of law; or as agreed between the parties; or upon satisfactory completion of all services and obligations described in the contract and this RFP.

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. 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

2.3.1 Escalation Clause

Prices proposed by the Proposers shall be firm for year 1 term of the contract, with an escalation clause for year 2 & 3. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the Parish of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the Parish in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Contractor shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed

will be a factor in determining the best value to the Parish. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

2.3.2 Price Increases Upon Extension

If approved by the Parish, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the Parish. The maximum increase allowed under this provision shall be five percent (5%) per year. The Parish will not accept, or agree, to any escalation clause higher than five percent (5%) per year. If an escalation clause of greater than the maximum allowed by the Parish, as stated previously, is inserted in the blanks below, the Parish will consider that the amount of escalation is 0%. The Parish shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. Parish cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by the Parish's Fiscal Year which begins in January and ends the following December.

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.

The Contractor shall provide its "Emergency Debris Removal & Disposal Plan (EDR&D Plan) as a separate attachment to its response to this RFP. Changes to the Plan, if needed during project activation, must be approved by the Parish.

The EDR&D Plan should include (*at a minimum*):

- 1) Mobilization Plan: Pre-event truck & equipment staging locations, number of operators, trucks & equipment available upon Contract activation and Notice to Proceed, TDSR/disposal site arrangements, other pre-event preparations, etc.
- 2) Daily Operating Plan: work schedules, quality and safety protocols, subcontractor deployment and management protocols, environmental compliance protocols, etc.
- 3) De-Mobilization and Project Completion Plan: TDSR/disposal site restoration & remediation, LDEQ TDSR/disposal site inspections; resolution of damage claims; project documentation transmittals; resolution of outstanding issues, etc.

The Contractor shall report to the Parish or its PDA by 2:00 p.m. each day, the number of crews and equipment to work the following day. The following day, the Contractor shall deliver the number of crews and working equipment specified to the PDA the prior day. The PDA, in coordination with THE PARISH, shall set the daily start and stop times for all work under the Contract. In some activations, the Contractor may be required to perform some operations during non-daylight hours.

2.5 Location

The Contractor shall remove all storm or emergency-related debris from public rights of way and identified waterways within unincorporated areas of St. Tammany Parish. Incorporated areas and/or state roadways or rights of way and private rights of way within St Tammany Parish if declared may be identified 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 item prices will be used in these areas as required by THE PARISH. 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.

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, Proposal quality	5
Understanding of the Project	5
Approach to the Project (PUSH Plan, EDR&D Plan, WWDR Plan)	10
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the Project, References	15
Number of Sub-Contractors in Company	4
Historic amount of large emergency contracts completed	4
Number of Employees	4
Number of Similar Contracts	4
History with Federal Agencies, Permitting	5
Number of trucks, boats, equipment owned	4
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

This RFP is for storm events or other peril such as flooding, wildfires, ice storms, tornados, etc. The Parish, AT ITS SOLE DISCRETION, shall determine if the RFP contract will be activated depending on the event's impact in St. Tammany Parish. Parish activation shall not be a guarantee of the volume of work to be performed.

The Contractor will be assigned designated areas within the unincorporated Parish to be cleared of debris in priority order. The Contractor must remove all debris placed on the ROW in accordance with all environmental, safety, and other regulations in the time period prescribed. The Contractor must use mechanical equipment to load all trucks and reasonably compact debris into the trucks and trailers. The Contractor must work in coordination with the PDA, which will inspect the eligible work performed. Each day the Contractor is responsible for providing the number of crews and equipment it specified to the PDA the day prior, The Contractor shall be held financially responsible for project delays caused by faulty, inoperable, or unsafe equipment and/or no-show or tardy crews, or failure to meet or exceed established daily/weekly hauling volumes. Further performance requirements and measurements are detailed in Attachment H to this RFP.

4.1.1 Mandatory Annual Kickoff Meeting

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.

4.1.2 Internal Controls

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

The PDA shall inspect all ROWs cleared by the Contractor for work eligibility and compliance. All eligible work under the Contract must be observed and documented or ticketed by the PDA, with no exceptions. The Parish reserves the right to evaluate and reconcile the Contractor's invoiced amounts to the observations and inspections of the PDAs or others and make adjustments when required. The Contractor is not financially responsible for errors made in documentation or calculations made by the PDA. Further performance requirements and measurements are detailed in Attachment "H" to this RFP.

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 Non-Mandatory Pre-proposal Conference will be held at 1:00 PM CST/CDT on Tuesday, March 29, 2022, at 21454 Koop Drive, Mandeville, LA 70471, Building B, 3rd floor 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 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>, 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 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.

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 Bond

The successful Proposer shall be required to provide a performance (surety) bond in the amount of Five-Hundred Thousand dollars (\$500,000) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the Parish. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance 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.

The performance bond is to be provided within 10 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.

5.6.1 Payment Bond

The successful Proposer may be required to provide a payment (surety) bond equal to 100% of 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 the Proposer's 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.

Terms, requirements and conditions contained in "Other Certifications" (Attachment "I") are not negotiable.

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.

5.18.1 Federal Requirements Flow Down

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

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 Parish President will accept the recommendation of the committee or provide a justification letter to the Council explaining his decision.

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

Payment will be made according to the prices proposed and other negotiated prices, if any. Payment shall be based on the work inspected and observed and documented by the PDA. The Parish reserves the right to make payments based upon its independent evaluation of the work performed.

5.30.1 Payment for Services

The Parish shall pay Contractor in accordance with the Pricing Schedule set forth in Attachment "A" A-1 & A-2. 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 and all required supporting documentation or deliverable(s), including weekly certified payroll information. Invoices submitted without this information will not be approved for payment until the required information is provided/reflected on the invoice.

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.

Contract amendments may affect or increase bonding requirements.

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.

5.42 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. The Contractor agrees to report each violation to THE PARISH and understands that THE PARISH will, in turn, report each violation as required to assure notification to FEMA, and the EPA Regional Office.

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 & Federal Water Pollution Control 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.

The Contractor also agrees to adhere to the provisions of the Federal Water Pollution Control Act (33 USC 1251 et seq.). The Contractor agrees to report each violation to THE PARISH and understands that THE PARISH will report each violation as required to assure notification to FEMA and the EPA Regional Office.

5.46 Federal Assistance with Debris Removal, 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.

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

5.47 DBE Participation

The Contractor must take all necessary affirmative steps to assure that minority business, 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”

**ATTACHMENT "A" A- 1
 "THE PUSH"
 ROAD INFRASTRUCTURE RESTORATION
 PRICE SCHEDULE - Hourly Rates**

ITEMS 00001 - 00009 WILL BE USED TO EVALUATE PRICE PROPOSALS* • ITEMS 00001-00005 WILL BE USED TO EVALUATE "VOLUME OF EQUIPMENT". Any changes to equipment listed must be approved by STPG or its designated agent. Only the equipment listed shall be authorized under the Contract. Upon award of contract, the Contractor shall furnish to STPG a listing of each piece of equipment to be used including make, type model, license or registration number, and serial # / VIN#. Any equipment not listed shall be approved by STPG or its designated agent prior to performing work under the Contract.

ITEM	EQUIPMENT* & MANPOWER	Equivalent Equipment Proposed (if applicable)	# of Units Available	Hourly Rate
00001	SKID STEER LOADER with Operator			
00002	TRACK HOE (CAT 315 OR EQUAL) with Operator			
00003	RUBBER TIRE FRONT END LOADER (544 & SMALLER) with Operator			
00004	RUBBER TIRE FRONT END LOADER (GREATER THAN 544) with Operator			
00005	RUBBER TIRE BACK HOE with Operator			
00006	AREA SUPERINTENDENT			
00007	CREW FOREMAN W/TRUCK & PHONE			
00008	CHAINSAW & OPERATOR			
00009	LABORER/FLAGMAN			

List any additional manpower or equipment proposed for the project below. Attach additional sheets if needed.

00010				
00011				
00012				
00013				
00014				
00015				
00016				
00017				
00018				
00019				
00020				

* Equipment rates should include the cost of the Operator, fuel, maintenance, transport to site, insurance, etc.

This form must be submitted in a sealed envelope to the St. Tammany Parish Purchasing Office,
 21454 Koop Dr., Suite 2F, Mandeville, LA 70471, and received no later than 2:00 p.m., on
 Wednesday, April 20, 2022.

*** RFP NUMBER AND CONTRACTOR'S STATE LICENSE NUMBER MUST APPEAR
 ON THE OUTSIDE OF ENVELOPE IN WHICH PROPOSAL IS SUBMITTED***

Proposal must be delivered by Certified Mail, Registered Agent or in person, or via BidSync.com

ST. TAMMANY PARISH
Attachment "A" A- 2 UNIT ITEM PRICE PROPOSAL
Debris Removal & Disposal and Waterways Debris

Quantities below are for bidding purposes only. Actual project quantities may vary.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED
<i>Cubic Yard Debris - price to include collection, processing, and haul to Final Disposal Site. (Tipping fees should not be included)</i>					
00001A	CUBIC YARD DEBRIS: including C&D, Vegetative, Mixed, and Marsh Grass/Sediment from ROW, processing & haul to Final Disposal Site.	Cubic Yard	100,000		
00001B	ASH - haulout of processed/ incinerated debris from TDSR to Final Disposal Site. Price to include all costs of processing, TDSR site costs, haul to Final Disposal Site.	Cubic Yard	5,000		
0001C	CHIPS/MULCH - haulout of processed/chipped wood debris from TDSR to Final Disposal. Price to include all costs of processing, TDSR site costs, haul to Final Disposal Site.	Cubic Yard	25,000		
<i>Unit Item prices below includes removal of hazard. Haul/transport of removed items will be as Cubic Yard debris above. (Tipping fees should not be included)</i>					
00002A	Hazardous Trees - Greater than 6" up to 12" in diameter [6" - 12"]	Each	25		
00002B	Hazardous Trees - Greater than 12" up to 18" in diameter [13" - 18"]	Each	30		
00002C	Hazardous Trees - Greater than 18" up to 24" in diameter [19" - 24"]	Each	15		
00002D	Hazardous Trees - Greater than 24" up to 48" in diameter [24" - 48"]	Each	5		
00002E	Hazardous Trees - Greater than 48" in diameter [49" and up]	Each	1		
00003	Hazardous Hanging Limbs (Tree Hangers)	All Per Tree	50		
00004A	Extracted Hazardous Stumps - 25" in diameter and up to 36" in diameter [25" - 36"]	Each	10		
00004B	Extracted Hazardous Stumps - 37" in diameter and up to 48" in diameter [37" - 48"]	Each	5		
00004C	Extracted Hazardous Stumps - 49" in diameter and up [49" +]	Each	1		
<i>Environmentally Sensitive Debris: Prices below include removal from ROW, processing at TDSR (when required) and transport to Final Disposal Site. (Tipping fees should not be included)</i>					
00005A	White Goods - Non-Freon Containing	Each	10		
00005B	White Goods - Freon Containing	Per Unit	10		
00005C	Electronic Waste (E-Waste) Recovery	Per Unit	10		

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED
00005D	Small Gasoline Motorized Equipment	Per Each	10		
00006	Household Hazardous Waste (HHW)	Pound	10		
00007	Hazardous Toxic Waste (HTW)	Pound	10		
00008	Petroleum Products	Pound	10		
00009	Tires	Each	10		
<i>The following debris types must be taken from the ROW directly to an approved Final Disposal Site. (Tipping fees should not be included)</i>					
000010	Creosote Treated Wood	Cubic Yard	20		
000011	Regulated Asbestos Containing Material (RACM), including demolition and removal to an approved Final Disposal Site.	Cubic Yard	100		
<i>Cubic Yard Debris - price to include collection, processing, and haul to Final Disposal Site. (Tipping fees should not be included)</i>					
00012	CUBIC YARD WATERWAY DEBRIS: including C&D, Vegetative, Mixed, and Marsh Grass/Sediment from waterway ROW, slopes, bems processing & haul to Final Disposal Site.	Cubic Yard and LNFT	100,000		
TOTAL PROPOSAL PRICE					\$
Tipping Fees to be reimbursed by Parish at actual Cost		N/A	N/A	Cost Reimbursement	

Dollars

Contractor must acknowledge all addenda. Enter the number the Parish has assigned to each of the addenda that the Contractor is acknowledging. The Contractor acknowledges receipt of the following:

I have received Addenda #s _____

Company Name _____

Printed Name of Provider _____

Signature of Provider _____

Address _____

State _____

License Number _____

Classification _____

Telephone Number _____

Date _____

ATTACHMENT “B”

ATTACHMENT "B"

CONTRACT FOR ESSENTIAL SERVICES

Contract No.: «txtContractNum»

Be it known, that on this _____ day of _____, 202____, the Parish of St. Tammany Government, 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 non-professional services under the following terms and conditions.

1. SCOPE OF SERVICES

Provider hereby agrees to furnish the following services (hereinto referred to as the "Contract"):

«txtScopeSummary»

2. OPTION TO RENEW

The Parish has the right to renew the term of this Contract for two (2) additional one (1) year periods, based upon the same conditions of the initial term. Parish shall notify Provider in writing of its exercise of its option for an additional term not less than thirty (30) days prior to the end of the then current term.

3. NOTICE TO PROCEED

The Parish, through the 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. 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.

4. INSURANCE REQUIREMENTS

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 Contract shall not be effective until such time as all insurance requirements are met by the Provider and approved by the Parish.

5. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify and hold harmless the St. Tammany Parish Government, its elected and appointed officials, departments, 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.

6. TAXES

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 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.

7. OWNERSHIP

All records, reports, documents, 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 the Parish, and shall, upon request, be returned by Provider to Parish, at Provider’s expense, at termination or expiration of this Contract.

8. PAYMENT OF INVOICES

- A. Invoices for services shall be submitted by Provider to Parish for review and approval
- B. All invoices must indicate the Parish Purchase Order Number and Work Order Number and shall be submitted to the address below:

St. Tammany Parish Government
ATTN: Accounts Payable
P.O. Box 628
Covington, LA 70434

- C. All billings by Provider for services rendered shall be submitted in writing. Invoices shall not be submitted more frequently than monthly.
- D. 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 or 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, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the Parties. Parish agrees to not unreasonably withhold payments of any invoice.
- E. 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, employee salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

9. JURISDICTION

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.

10. NON-ASSIGNABILITY

Contract No.: «txtContractNum»

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.

11. BUDGET LIMITATIONS

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 Budget 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.

12. 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.

13. TERMINATION FOR CAUSE

The Parish may terminate this Contract for cause based upon the failure of the Provider to comply with the terms and/or conditions of the Contract; provided that the Parish shall give the Provider written notice specifying the Provider's failure(s). If within thirty (30) days after receipt of such notice, the Provider shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Provider in default and the Contract shall terminate on the date specified in such notice. The Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this Contract; provided that the Provider shall give the Parish written notice specifying the Parish's failure and a reasonable opportunity for the Parish to cure the defect.

14. TERMINATION FOR CONVENIENCE

The Parish may terminate this Contract at any time by giving thirty (30) days written notice to the Provider. The Provider shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

15. AUDITORS

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three (3) 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.

16. DISCRIMINATION CLAUSE

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.

17. INDEPENDENT CONTRACTOR

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 LSA-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 Contract. 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. Provider acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

18. 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.

19. AUTHORITY TO ENTER CONTRACT

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

SAMPLE

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT:

Signature

Print Name

Michael B. Cooper
Parish President

Signature

Date

Print Name

APPROVED BY:

Assistant District Attorney – Civil Division

Date

SAMPLE

ATTACHMENT "C"

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: Emergency Infrastructure Restoration, Debris Removal and Disposal

RFP#: 22-5-3

*****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”

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 #

ATTACHMENT “F”

ATTACHMENT "F"

**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”

**Attachment G
Sample Scoring Matrix
RFP # 22-5-2**

Emergency Infrastructure Restoration, Debris Removal and Disposal

Vendor/Business Name _____

Evaluator's Name _____

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Compliance with the RFP, Proposal Quality	5pts		
Understanding of the Project	5pts		
Approach to the Project (PUSH Plan, EDR&D Plan, WWDR Plan)	10pts		
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the projects, References	15pts		
Number of Sub-Contractors in Company	4pts		
Historic amount of large emergency contracts completed	4pts		
Number of Employees	4pts		
Number of Similar Contacts	4pts		
History with Federal Agencies, Permitting	5pts		
Number of trucks, boats, equipment owned	4pts		
Overall costs and fess 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"

ATTACHMENT H

SPECIFICATIONS

**REQUEST FOR PROPOSAL
Emergency Debris Removal and Disposal**

DIVISION 1 – General Requirements

- A - Terms
- B - Measurement and Payment
- C - Project Meetings
- D - Temporary Facilities
- E - Project Submittals

DIVISION 2 – Sitework

Debris Removal, Transportation, and Disposal

DIVISION 3- Federal Required Clauses

GENERAL REQUIREMENTS

A. TERMS

CR	Contractor Representative
C and D	Construction and Demolition
DEPARTMENT	St. Tammany Parish Government Department of Public Works
EDR&D	Emergency Debris Removal and Disposal
EPA	Environmental Protection Agency
E-Waste	Electronic Waste
FEMA	Federal Emergency Management Agency
HHW	Household Hazardous Waste
HTW	Household Toxic Waste
LESHAP	Louisiana Emission Standard for Hazardous Air Pollutants
LDEQ	Louisiana Department of Environmental Quality

LDOTD	Louisiana Department of Transportation and Development
LSA-RS	Louisiana Statutes Annotated, Revised Statutes
OSHA	Occupational Safety and Health Administration
PDA	Parish Designated Agent
ROW	Rights of Way
STPG	St. Tammany Parish Government
TDSR	Temporary Debris Storage and Reduction site

B. MEASUREMENT AND PAYMENT

1. DISPOSAL SITES:

The Contractor will be responsible for identifying LDEQ approved landfills for disposal of debris under this Contract and obtaining all requisite permits, as set forth in the Contractor's EDR&D Plan approved by the Parish. The EDR&D Plan should include activities for the recycling and beneficial use of debris collected which will reduce the volume or weight of debris going to landfills. Contractor is responsible for obtaining a site closing letter from LDEQ and shall be liable to STPG for any and all costs, fees, damages, or fines resulting from failing to obtain same at the end of the contract work or at any time it is determined that a disposal site is not needed or upon closure from LDEQ or any regulatory body.

The Contractor should possess knowledge of applicable regulations and any LDEQ Declaration of Emergency and Administrative Orders in order to correctly route waste streams to appropriate sites and/or facilities. At all times, the Contractor shall comply with each site's Interim Operational Plan provided by LDEQ.

Towers shall be provided by the Contractor at each disposal site. A tower with platform and cover of sufficient height as to allow the PDA Dump Site Monitor, FEMA Representative, and the Contractor a clear line of sight into the dump bed of the vehicle or trailer to determine the percentage full of each vehicle. Towers shall be located at the entrance(s) and exit(s) of all debris sites.

All costs including but not limited to, debris removal, site restoration/remediation, debris processing, recycling, reduction, and measurement costs, and hauling shall be paid by the Contractor and shall be included in the quoted cubic yard or unit item prices listed in the Unit Item Price Schedule. The cost associated with disposal at the LDEQ certified landfills as a "pass-through cost" is to be reimbursed by the Parish at the actual cost.

Final disposal facilities and fees subject to written pre-approval and authorization by Parish. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving disposal facility and correlated

to the Parish or its Authorized Representative's completed load tickets, and proof of Contractor payment to the disposal facility.

Contracts with disposal sites must be secured prior to the start of hurricane season each year. Copies of contracts must be supplied to Parish Government on or before June 1st each year of the contract.

2. GENERAL

The Contractor will be paid for material collection, processing, and haul to a disposal site and at the prices listed in the Unit Item Price Schedule and agreed to by the parties for the items listed below. The volume of debris removed under this contract may vary significantly from the estimated quantities listed on the Unit Item Price Schedule. The Contractor shall not be entitled to a Change Order to increase the contract unit prices for either an increase or decrease in work performed under this contract. The Contractor shall not be entitled to any compensation in addition to the unit charges stated herein and reimbursement of tipping fees.

Debris collected will be documented by the PDA on sequentially numbered, multiple part debris load tickets. The type of debris shall be clearly marked by the PDA on each load ticket. Load tickets and reports documenting the final disposition of all debris are required, including but not limited to, type and volume of debris collected along the ROWs and type and volume of processed debris leaving TDSRs or other sites going to a final disposition site, all debris must be ticketed from the point of collection on the ROW to its final disposition at an approved landfill.

St. Tammany Parish Government reserves the right to modify documentation from handwritten multi-part tickets to an electronic type of available formats as developed that facilitate accuracy and efficiency in the transmission of the information. Electronic Tickets must be approved by the parish before activation and must be signed/validated by the PDA upon issuance.

The Contractor shall use the following debris management practices, in order of priority, to the extent they are “appropriate, practical, efficient and timely: recycling and composting, weight reduction, volume reduction incineration or co-generation; and land disposal.”

The ROW separation/segregation of HHW, HTW, petroleum products, white goods, Freon containing goods, E-waste, or other environmentally sensitive or specialty debris shall occur to the best of the Contractor’s ability prior to loading and hauling and as per the approved EDR&D Plan. The Contractor shall take all precautions to prevent the release of materials into the environment.

3. MEASUREMENT – DEBRIS

All trucks transporting debris streams under this contract must be certified by the PDA. Truck capacity measurements will be performed and certified by the PDA in accordance with FEMA guidelines. Each truck and/or trailer shall have a tailgate and tarp at all times. Each truck/trailer must have the requisite insurance coverage(s) as required by law, project identification placards, and certification documents at all times.

Debris will be measured on either a cubic yard or unit item basis. Each truckload of eligible debris shall receive only one ticket. Payment will be made only for debris that FEMA determines eligible.

All movement of debris shall be ticketed from the ROW collection point to its final disposal. Collecting, loading, and hauling of debris from the ROW to a TDSR, debris site or landfill shall be issued billable CY or Unit Items tickets.

Billable Items

ROW Debris-The Contractor shall prepare, load, remove, control traffic, and transport eligible ROW debris to sites for reduction and/or disposal in accordance with the Contractor's EDR&D Plan approved by STPG and any laws and regulations. STPG ROW Cubic Yard and ROW Unit Item debris tickets will be used for billing.

TDSR Haulout Debris- The Contractor shall prepare, load, remove and transport eligible TDSR processed debris to approved final disposal sites in trucks certified by STPG or its PDA. STPG Cubic Yard debris tickets will be used billing and Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving disposal facility and correlated to the Parish or its Authorized Representative's completed load tickets, and proof of Contractor payment to the disposal facility.

Non-Billable Items-The Contractor is responsible for the processing, recycling, reduction, or any other costs of all debris streams collected from the ROW and TDSRs. as non-direct pay items.

Measurement of debris on a Cubic Yard basis. The cubic yard measurement will be determined by the Parish Designated Agents (PDAs) at the debris site tower. The PDA Project Manager or his/her designated project representative shall determine the volume of material for each truck/trailer using FEMA measuring protocols. The volume determined at each tower shall be the volume recorded on the load ticket. The maximum amount of volume allowed for each truck/trailer shall be ninety-five (95%) percent of the certified measured and approved truck/trailer volume. The debris load measures shall follow in five (5 %) percent increments as determined at the tower by the PDA.

Measurement of debris on a Unit Item basis. Measurement of other waste streams will be determined by each unit collected at the ROW and disposed of in accordance with applicable laws and regulations. Items collected at the ROW will be ticketed by the PDA and verified volumes will be paid at the unit prices listed in the agreed-to Unit Item Price Schedule and described below. Unit item debris mixed and hauled with cubic yard debris shall be paid at the cubic yard price. The Contractor is responsible for the processing and final disposal of any unit item debris contained in cubic yard loads in accordance with any applicable laws and regulations.

All FEMA regulations, orders, Fact Sheets, Public Assistance guides, or instructions shall apply to this contract. Payment will be made only for debris that conforms to FEMA's eligibility criteria.

4. PAYMENT – UNIT ITEM PRICE SCHEDULE

Cubic Yard Debris

1A. ROW Cubic Yard Debris:

The Contractor shall remove debris from within STPG ROW including but not limited to: preparing, loading, hauling, controlling traffic, processing, separating/segregating, reducing, recycling and disposing of eligible debris at the Contractors designated LDEQ approved Type I, II, III, Enhanced C&D landfill, approved TDSR staging area, or other LDEQ approved debris site. Payment will be made on a cubic yard basis for actual, verified volumes of waste determined at the applicable Landfill tower at the contracted cubic yard price identified in the Unit item Price Schedule.

Each load ticket must document the classification of debris in the load. Determination of debris classification shall be made by the PDA at the site of ROW pick up prior to loading by the Contractor unless otherwise provided for by STPG. Debris Contractor representatives are responsible for ensuring that proper and complete load tickets/documentation is obtained from the PDA at the ROW.

Payment will be made only for debris that FEMA determines eligible. Only those debris classifications specifically authorized at the time of the emergency shall be collected. FEMA's eligibility criteria shall be used for all debris types and work under this Contract. STPG reserves the right to authorize any or all debris classifications herein. The debris classifications may include:

C&D Debris

The Contractor shall remove disaster generated Construction & Demolition (C&D) debris from within STPG ROW including but not limited to: preparing, loading, hauling, controlling traffic, and disposing of eligible debris at the Contractors designated LDEQ approved Type I, II, III, or Enhanced C & D landfill or approved TDSR. Payment will be made on a cubic yard basis for the actual volume of waste determined at the applicable Landfill tower at the contracted cubic yard price for Item 1 identified in the Unit Item Price Schedule. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up.

Vegetative Storm Debris:

Contractor shall be responsible to prepare, load, haul, control traffic, and dispose of eligible Vegetative debris from individual worksites on public property, public ROWs, and any other eligible location. Payment will be made at the contracted price identified in the Unit Item ~~Price~~ Price Schedule on a cubic yard basis for actual, verified volumes of waste determined at the Vegetative debris site tower. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up.

Mixed Debris

The Contractor shall remove a combination of storm-generated eligible debris types from within STPG ROWs including but not limited to: preparation, loading, hauling,

controlling traffic, processing, reducing, segregating/separating, and disposing of appropriate debris at the Contractors designated LDEQ approved landfill or TDSR. Payment will be made on a cubic yard basis for the actual volume of waste determined at the applicable Landfill tower at the contracted cubic yard price for Item 1 identified in the Unit Item Price Schedule. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

Marsh Grass and Sediment Removal

Determination of debris classification shall be made by the PDA at the site of pick up prior to loading by the Contractor, unless otherwise provided for by STPG. The Contractor shall remove disaster-generated marsh grass debris and sediment from within STPG ROW including but not limited to: preparing, loading, hauling, controlling traffic, processing, recycling, and disposing of eligible debris at the Contractors designated LDEQ approved disposal site or approved staging area. Payment will be made on a cubic yard basis for actual, verified volumes of waste determined at the applicable Landfill tower at the contracted cubic yard price identified in the Unit Item Price Schedule. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

Water based Vegetative storm Debris

Removal of vegetative storm debris from all designated Parish waterways assigned on a task order basis via water based operations will be eligible under this pay item. Contractor shall perform all work in accordance with all Federal, state, and local rules, regulations, and laws. The contractor shall load, haul and dispose of the vegetative debris at the designated LADEQ approved vegetative disposal site. Payment will be made on a cubic yard basis for actual, verified volumes of waste determined at the applicable Landfill tower at the contracted cubic yard price identified in the Unit Item Price Schedule. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

1B./1C. TDSR Haulout Cubic Yard Debris-Ash and Chips/Mulch:

The Contractor shall remove/haulout debris from approved TDSR site including but not limited to preparing, loading, hauling, controlling traffic, processing, separating, segregating, reducing, recycling, and disposing of eligible debris to LDEQ approved Type I, II, III, Enhanced C&D landfill. Payment will be made on a cubic yard basis for actual processed, verified volumes of waste determined at the applicable Landfill tower at the contracted cubic yard price identified in the Unit item Price Schedule.

Each load ticket must document the classification of debris in the load. Debris Contractor representatives are responsible for ensuring that proper and complete load tickets/documentation is obtained from the PDA at the TDSR. Payment for disposal cost

incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

1D. Marsh Grass and Sediment Removal

Determination of debris classification shall be made by the PDA at the site of pick up prior to loading by the Contractor unless otherwise provided for by STPG. The Contractor shall remove disaster generated marsh grass debris and sediment from within STPG ROW including but not limited to: preparing, loading, hauling, controlling traffic, processing, recycling, and disposing of eligible debris at the Contractors designated LDEQ approved disposal site or approved staging area. Payment will be made on a cubic yard basis for actual, verified volumes of waste determined at the applicable Landfill tower at the contracted cubic yard price identified in the Unit Item Price Schedule. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up

Unit Item Debris

2. Hazardous Leaning Trees:

Contractor shall be required to cut and remove eligible trees designated by the PDA. Hazardous leaning trees must be: greater than six inches in diameter (measured at breast height) and meets any of the following criterion: more than 50% of the crown is damaged or destroyed; the trunk is split or broken branches expose the heartwood, or the tree is leaning at an angle greater than 30 degrees and shows evidence of ground disturbance.

Payment will be made per tree in accordance with the payment schedule listed in the Unit Item Price Schedule. Tree diameters will be recorded in whole inches. STPG or its PDA will identify and mark hazardous trees on the work orders to be removed by the Contractor according to the latest FEMA practices. Each tree will also be photographed prior to work being performed. This unit item shall compensate the Contractor for the cost to cut hazardous trees only. Payment will not be made unless the latest FEMA practices have been met. Unit item price shall include any and all special equipment and personnel required to cut the tree. Loading, hauling all other associated costs for hazardous leaning trees shall be included in the Unit Item price for Item No. 1, ROW Cubic Yard Debris. NOTE: This unit item price does not include downed trees or trees not having the criteria stated. Downed trees and snapped-off trees less than 15 feet tall are considered vegetative storm debris and will be paid under Item No. 2 Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

3. Hazardous Hanging Limbs (Tree Hangers):

Contractor is responsible to cut and remove any eligible hanging/damaged limbs (hangers) as identified by STPG or the PDA on the work orders. STPG or its designated representative will identify tree hangers on the work orders to be removed by the Contractor according to the latest FEMA practices. Payment for hangers will

be made per tree regardless of the number of hangers removed. Hazardous hangers must be at least two inches (2") in diameter measured at the point of the break. Unit item price shall include any and all special equipment and personnel required to remove the hanging limbs. Loading, hauling and all other associated costs for tree hangers shall be included in the Unit Item Price for Item No. 1 ROW Cubic Yard Debris. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up.

4. Hazardous Stumps:

Contractor is responsible for the removal/extraction of eligible hazardous stumps as designated in the work orders and approved by FEMA. STPG or its designated representative will identify and mark hazardous stumps on the work orders to be removed by the Contractor according to the latest FEMA practices. Extracting, loading, hauling, backfill for holes, disposal and all other associated costs for Hazardous Stumps shall be included within this item. Each stump hole must be filled level to the natural ground with an acceptable native soil. Payment will be made in accordance with the diameter schedule indicated in the Unit Item ~~Price~~Price Schedule. Extracted stumps 24" or less are considered ROW Cubic Yard vegetative storm debris and will be paid under Item No. 1. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up.

5. White Goods, Freon Containing Goods, E-Waste & Small Motorized Equipment:

All White Goods, HHW, and E-waste must be protected from environmental contamination and/or chemicals spilling into the atmosphere, land, or environment and should be handled, recycled, and/or disposed of in accordance with all LDEQ and EPA regulations, including LDEQ's Comprehensive Plan for Disaster Clean-up and Debris Management.

5a. Item No. 5a - White Goods (Non-Freon Containing):

Contractor shall pick up all white goods at the ROW. The Contractor shall recycle all eligible white goods in accordance with all Federal, State, and local laws and regulations. Payment will be made on a per basis for each white good collected and recycled at the contracted unit price identified in the Unit Item Price Schedule. Number of units will be determined and documented/ticketed by the PDA on Unit Item tickets. White goods inadvertently mixed and hauled with cubic yard debris shall be paid at the cubic yard price. The Contractor is responsible for the processing and final disposal of any unit item debris contained in cubic yard loads in accordance with any applicable laws and regulations. Microwave ovens are specified as White Goods-5A.

5b. Item No. 5b - Freon Containing Goods:

Contractor shall pick up all Freon-containing goods at the ROW. The Contractor shall recover Freon from all Freon containing white goods collected or other goods such as refrigerators, freezers, and air conditioners in accordance with all Federal,

State, and local laws and regulations, including LDEQ's Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made on a per basis for each white good collected at the ROW from which Freon is recovered at the contracted unit price identified in the Unit Item Price Schedule. Number of units will be determined and documented/ticketed by the PDA on Unit Item tickets. Freon shall be removed as a non-direct pay item from all Freon containing goods hauled in cubic yard loads. Documentation of the amounts of Freon recovered from each unit will be required.

5c. Item No. 5c – E-Wastes Recycling:

Contractor shall pick up at the ROW, handle, transport, and dispose of all E-wastes in accordance with all Federal, State, and local laws and regulations, including LDEQ's Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made per each item collected at the ROW at the contracted unit price identified in the Unit Item Price Schedule. The number of items removed from the ROW will be determined and documented/ticketed on Unit Item tickets by the PDA at the ROW loading site.

5d. Item No. 5d - Small Gasoline Motorized Equipment:

Contractor shall pick up at the ROW, handle, transport, and dispose of all Small Gasoline Motorized Equipment in accordance with all Federal, State, and local laws and regulations, including LDEQ's Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made per each item collected at the ROW at the contracted unit price identified in the Unit Item Price Schedule. Small gasoline motorized equipment hauled in cubic yard loads will be paid at the cubic yard price. The number of units collected curbside will be determined and documented/ticketed on Unit Item tickets by the PDA.

6. Household Hazard Waste (HHW):

Contractor shall pick up all HHW at the ROW in accordance with all Federal, State, and local laws and regulations. Payment will be made per cubic yard at the contracted unit price for Item 1 identified in the Unit Item Price Schedule. The number of units collected at the ROW will be determined and documented/ticketed by the PDA on Unit Item tickets. Any HHW hauled in cubic yard loads will be paid at the cubic yard price. All HHW collected shall be segregated/separated from other unit debris streams, processed, and disposed of in accordance with all applicable laws and regulations. Final disposition of volumes of HHW shall be documented. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up.

7. Hazardous and Toxic Wastes (HTW):

Contractor shall remove, handle, transport, and dispose of all HTW in accordance with all Federal, State, and local laws and regulations, including LDEQ's Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made per unit at the contracted unit price for Item 1 identified in the Unit Item Price Schedule. The number of units collected at the ROW will be determined and documented/ticketed by the PDA on Unit Item tickets. All HTW collected shall be

segregated/ separated from other debris streams, processed, and disposed of in accordance with all applicable laws and regulations. Final disposition of volumes of HTW shall be documented. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

8. Petroleum Products:

Contractor shall remove, handle, transport, and dispose of all Petroleum Products in accordance with all Federal, state, and local laws and regulations, including LDEQ’s Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made per pound at the contracted unit price identified in the Unit Item Price Schedule. All Petroleum Products collected shall be segregated/ separated from other debris streams, processed, and disposed of in accordance with all applicable laws and regulations. Final disposition of volumes of Petroleum Products shall be documented.

9. Creosote Treated Wood:

Contractor shall remove, handle, transport, and dispose of all creosote-treated wood products in accordance with all Federal, state, and local laws and regulations, including LDEQ’s Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made on a cubic yard basis for actual, verified volumes of waste determined at the applicable Landfill tower at the contracted cubic yard price identified in the Unit Item Price Schedule. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

10. Regulated Asbestos Containing Material (RACM):

Contractor shall remove, handle, transport, and dispose of all Regulated Asbestos Containing Material to an approved final Disposal Site in accordance with all Federal, state, and local laws and regulations, including LDEQ’s Comprehensive Plan for Disaster Clean-up and Debris Management. Payment will be made on a cubic yard basis. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a “pass-through cost” without mark up.

*** END OF SECTION ***

C. PROJECT MEETINGS

1. GENERAL REQUIREMENTS

- A. The PDA shall schedule and administer a pre-deployment meeting, periodic progress meetings, and specially called meetings throughout the progress of the work. The Contractor or Contractor’s representative(s) are required to attend all meetings.

- B. Representatives of Contractors, Subcontractors, and Suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. Attendance at meetings is required to ascertain that work is expedited consistent with Contract documents and work/project schedules, among other things.

2. PRE-DEPLOYMENT MEETING

- A. The PDA is to schedule a pre-deployment meeting no later than 24 hours after the emergency event to begin Task 1 of The PUSH may begin as soon as possible.
- B. Location: A central site, convenient for all parties, designated by STPG.
- C. Attendance
 - 1. Department Director and/or Parish Representative
 - 2. PDA
 - 3. Contractor's Project Manager
 - 4. Contractor's Superintendent
 - 5. Major Subcontractors
 - 6. Others as appropriate
- D. Suggested Agenda
 - 1. Distribution and discussion of:
 - a. List of major Subcontractors.
 - b. EDR&D Plan.
 - 2. Critical work sequencing.
 - 3. Payment Application Procedures.
 - 4. Major equipment to be used.
 - 5. Project Coordination.
 - a. Designation of responsible personnel.
 - 6. Procedures and processing of:
 - a. Field decisions.
 - b. Requests for changes to EDR&D Plan.
 - c. Daily Reports and tickets.
 - d. Applications for Payment.
 - 7. Adequacy of distribution of Contract Documents.
 - 8. Procedures for maintaining Project Files.
 - 9. Temporary facility, if necessary.

4. PROGRESS MEETINGS – AFTER DEPLOYMENT

- A. The PDA is to schedule regular periodic meetings. The progress meetings will be held every week and must be attended by the Contractor and/or Contractor's representative(s).
- B. The PDA is to hold daily meetings with the Contractor's Project Manager.

- C. Location of the meetings: a central site, convenient for all parties, designated by STPG.
- D. Attendance.
 - 1. PDA Project Manager.
 - 2. Contractor's Project Manager or Superintendent.
 - 3. Subcontractors, as needed.
 - 4. Others as appropriate.
- E. Suggested Agenda
 - 1. Review, approval of meeting summary of previous meeting.
 - 2. Provide status of work, discuss crews, and cubic yardage of debris removed.
 - 3. Field observations, problems, and conflicts.
 - 4. Problems that impede EDR&D Plan and Schedule for Completion.
 - 5. Corrective measures and procedures to regain projected schedule.
 - 6. Revisions to EDR&D Plan.
 - 7. Progress and schedule during succeeding work period.
 - 8. Coordination of schedules.
 - 9. Review submittal schedules; expedite as required.
 - 10. Maintenance of quality standards.
 - 11. Pending changes and substitutions to DR&D Plan.
 - 12. Review proposed changes for effect on Schedule and on completion date.
 - 13. Other business.

END OF SECTION

D. TEMPORARY FACILITIES

1. CONTRACTOR'S FIELD OFFICE

- A. Temporary offices shall be established on or around the job site at a location selected by the Contractor, adequately furnished and maintained in a clean, orderly condition by the Contractor. The Contractor or his authorized representative shall be present in the field office at all times while work is in progress. Instructions received at the Contractor's field office from the PDA and/or STPG shall be considered as delivered to the Contractor.
- B. The field office shall be of adequate size to accommodate the Contractor's staff and provide suitable space for project meetings. The office shall be provided with adequate lighting, heating, and air-conditioning; telephone and internet service; file cabinets and other document storage furnishings, conference tables and chairs for project meetings; and sanitary facilities for Contractor's staff. The offices shall be secured.
- C. Project sign
 - 1. The Contractor shall provide a 4' x 6' project sign at the Contractor's field office.

2. The Contractor's name, hours of operation, phone number, and contact info shall appear on the sign.

- D. STPG may elect to use a facility supplied by it for the project and site meetings in lieu of temporary facilities.

END OF SECTION

E. PROJECT SUBMITTALS

A. Submittals Required Prior to Starting Work

The Contractor shall provide the following submittals to the PDA for review and/or approval prior to starting any work under the Contract:

- 1) Contractor Safety Plan
- 2) Contractor Emergency Debris Removal and Disposal Plan
- 3) Organizational Chart
- 4) Contractor Quality Assurance/Quality Control Plan
- 5) Area of Work Timeline and Schedule of Work
- 6) Copies of all required permits and licenses
- 7) Videotape of all staging areas prior to mobilization to assure proper site restoration.
- 8) Listing of Subcontractors and the type and estimated amount of work to be performed by each.

The Contractor shall provide the above, and any amendments to submitted documents, as needed and/or upon the request of the PDA.

B. Submittals Required Weekly

- 1) Work Schedule for the following week
- 2) Invoice, including an excel spreadsheet listing all fields of information for each load ticket invoiced, and a signed original invoice with required certification statements. Copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving disposal facility.
- 3) Contractor shall submit with the application for payment, affidavits attesting that all Subcontractors have been paid for work performed and accepted.

C. Submittals Required Daily

- 1) Crew Listing for the next day of work, submitted by 2:00 pm daily

D. Other Submittals

- 1) Any other submittal as required by STPG or the federal granting agency in the course of the project.

***** END OF SECTION *****

SITE WORK
DEBRIS REMOVAL, TRANSPORTATION, AND DISPOSAL

PART 1: GENERAL

1. GENERAL SCOPE OF WORK

This RFP may be used for debris removal, transportation, and disposal from other natural disasters with similar scope of work (i.e. tornadoes, ice storms, floods, etc.). The Contractor shall provide all labor and materials necessary to fully operate and maintain all equipment under this Contract. The Contractor shall provide sufficient management, administration, supervision and safety, quality controls, and project controls to assure the safety, quality, completeness, and timely progress of the work.

NOTE: STPG reserves the right to issue a Notice to Proceed on limited activities and/or items under the Contract. All Unit Items may not be selected for use under the Contract. More than one event activation is possible during the contract period.

2. DEBRIS REMOVAL

The work shall consist of debris removal from ROW and/or Waterway, public property, and all publicly maintained property within the jurisdictional limits of STPG. If the disaster is deemed such that STPG receives permission to go onto private property and/or privately maintained ROW then such debris will be included, upon approval by FEMA and STPG, as directed by the PDA. This Contract and its scope of work shall not include private property demolition of structures. The scope of debris removal, transportation, and disposal shall be in accordance with all applicable Federal, State, and local regulations governing this activity including but not limited to LDOTD transportation requirements, debris disposal permits, EPA and DEQ regulations, the latest FEMA practices, and practices regarding OSHA.

3. IDENTIFICATION OF HAZARDOUS SUBSTANCES AND OTHER WASTE

The work shall include the hazardous substance inspection prior to or during debris removal at the ROW. Such removal, handling, transportation, processing, and disposal of hazardous substances, including asbestos, shall be performed in accordance with all applicable Federal, State, and local regulations and laws. The Contractor is responsible for the removal, handling, transportation, processing, and disposition of all HHW, HTW, Petroleum Products, E-Waste, Freon & Ozone Depleting Substances, White Goods, Small Motorized Equipment and Creosote Treated Wood in accordance with all applicable Federal, State, and local regulations and laws governing same. The Contractor should make efforts to separate the types of debris at the ROW point of

collection prior to loading and hauling. The Contractor shall take all precautions to prevent the release of materials into the environment.

4. CONSTRUCTION DEBRIS, VEGETATIVE DEBRIS, AND MIXED DEBRIS

The work shall include the removal of eligible construction and vegetative debris from ROW. Such work shall include the removal, transportation, processing, and/or recycling, and final disposal of this debris in accordance with all applicable Federal, State, and local regulations and laws governing same.

Debris that is the result of land clearing operations shall not be removed or disposed of under this Contract.

MIXED LOADS - The Contractor should make efforts to separate the types of debris at the ROW point of collection prior to loading and hauling. Loads containing a mixture of different debris classifications shall be paid at the cubic yard price. The work shall include processing, separation or segregation, and/or recycling, final transportation to a final disposal site, and final disposal of the mixed debris in accordance with all applicable Federal, State, and local regulations and laws governing the same. No additional fees shall be paid for processing mixed loads.

5. HAZARDOUS LEANING TREES, LIMBS, AND STUMPS

The work shall include the removal of eligible hazardous leaning trees, hanging limbs two inches (2") in diameter or larger at the point of break, removal of hazardous trees more than six inches (6") in diameter, removal of stumps, and backfill for stump holes and associated debris removal. The Contractor shall determine the make-up of the removal crews, equipment, and labor, for each area identified by the PDA. The make-up of the removal crews will depend on site conditions and the environmental sensitivity of the sites.

This work includes, but is not limited to, the following: removal of hazardous hanging limbs two (2") inches in diameter or larger at the point of the break, removal of hazardous trees more than six (6") inches in diameter, removal of stumps, backfilling of stump holes, and associated debris. The hazardous leaning trees to be removed will include those leaning thirty (30) degrees or more, snapped off above ground, and/or otherwise approved by PDA for removal.

Stump holes shall be backfilled with clean native topsoil to match the existing grade. Note that stump holes include all cavities beyond the extraction stump holes. Leaning trees, hanging limbs, and stumps to be cut or extracted will be identified by the PDA. The Contractor may be required to grind some stumps if large equipment cannot access the work area. The PDA, in accordance with FEMA regulations and policies, will designate and physically identify all eligible debris and work in this section.

Each leaning tree, with hanging limbs or stump, shall be identified and documented by the PDA. The documentation shall include street address, GPS, photographs, and other information prior to cutting. The PDA shall issue tickets for eligible work performed. All documentation and photos will be the property of STPG.

The Contractor shall provide all labor, materials, and equipment necessary to fully plan, manage, operate and maintain (including fuel, oil, grease, and repairs) all equipment required for this task order.

A Louisiana licensed Arborist shall be on-site during tree cutting activity in accordance with applicable regulations. The Contractor shall hire the Louisiana licensed Arborist as part of the Unit Item Price relating to this activity unless this requirement is waived by the regulatory authority. Please Note: The Parish will not accept arborists from other states.

6. DAMAGE

The Contractor shall repair all roadways, sidewalks, utilities, drainage structures, and other features, in addition to any private property or features, which are damaged by Contractor operations. This will include re-sloping damaged surfaces to the original grade. The Contractor shall respond to damage claims within seven (7) days upon receipt of same and shall settle valid claims within thirty (30) days. The Contractor shall notify STPG of any and all damage claims. STPG shall have final authority over damage assessment and dispute resolution. The Contractor shall hold forever harmless STPG, its elected officials, agencies, boards and commissions, employees, representatives, servants, and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability to public or private property as a result of the actions or inactions by the Contractor, its employees, PDA, representatives, and/or Subcontractors in the performance of work under this Contract and further from claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by such regulatory authorities.

7. PERFORMANCE

The Contractor shall commence performance within forty-eight (48) hours after receipt of Notice to Proceed. The Contractor shall work during daylight hours, for a maximum of twelve (12) hours per day, seven (7) days per week, or as directed by the PDA in coordination with STPG officials. The Contractor shall forever hold harmless STPG from claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by such regulatory authorities.

8. MOBILIZATION

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

9. STAGING, REDUCTION, AND DISPOSAL SITES

The Contractor is responsible to negotiate and secure Contracts for all sites and site access for staging areas and disposal sites. All sites must be secured prior to hurricane season and copies of all documentation and permitting submitted to St Tammany Parish. All work shall be coordinated with adjacent landowners throughout the project duration. All infrastructure, facilities, and property affected by site access and staging shall be restored to their original condition. Contractor shall videotape all staging areas prior to mobilization to assure proper restoration. The Contractor EDR&D Plan shall provide for all necessary segregation of debris, and designated facilities to do so, in accordance with all Federal, State, and local permitting requirements. The Contractor EDR&D Plan shall provide the name and address of the dumpsite, staging, or reduction area(s) and written approval from LDEQ advising that same is approved for the staging, reduction, or disposal of the designated debris prior to use of such site. The Contractor is responsible for all processing, reduction, and recycling costs, site restoration and remediation costs; and shall provide proof of a Contract or an account with all of the approved landfills which are designated for use in the accepted EDR&D Plan. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor as a "pass-through cost" without mark up.

The Contractor agrees to protect the interests of, and hold harmless, STPG in regard to any permits issued in the Parish's name for work under this Contract, including but not limited to, DEQ permits, USACE permits, EPA permits, and any other regulatory or statutory permits held in the Parish's name for use by the Contractor. The Contractor agrees to be responsible for all costs necessary from Contract activation until notified, in writing, that the sites or permits utilized by the Contractor have been satisfactorily closed with the applicable issuing Agencies.

Contractor shall furnish the following for each approved site before any load tickets will be issued:

- a. A tower with platform and cover of sufficient height as to allow the PDA Dump Site Monitor, FEMA Representative, and the Contractor a clear line of sight into the dump bed of the vehicle or trailer to determine the percentage full of each vehicle. Towers shall, at a minimum, should be located at ingress and egress points. Monitoring towers should be constructed of durable structural materials. The structures should be designed to withstand active and static loads. A stepladder is not an acceptable monitoring tower. Equipment and fuel should have a designated storage area and signs posted appropriately. The fuel storage areas need to be designed to contain spills. Water should be readily available at all times. Water storage areas should be strategically positioned throughout the site and identified appropriately.
- b. Portable Restrooms.
- c. All-access requirements for safe and adequate ingress and egress, including traffic controls.
- d. Adequate signage, cones, and flagmen as required in order to ensure site safety.

PART 2: SERVICES

The Contractor shall provide all management, administration, supervision, labor, and equipment necessary to complete the work required in the Contract.

Activities required prior to starting work are:

1. Prior to debris pick up, the Contractor shall have all Subcontractors and Subcontractor's equipment certified and registered with the PDA and STPG. All debris removal equipment must be digitally photographed and documented with the PDA. Certification documentation should be carried by vehicle operators while working.
2. If removal of hazardous materials is required, the Contractor shall complete removal of hazardous substance waste streams in no more than two (2) workdays unless the PDA provides written authorization for increased work durations.
3. The debris removal work also includes providing all equipment, materials, and labor in accordance with local requirements. For locating and marking the locations of underground utilities, the Contractor shall coordinate with the appropriate local service Contractors and/or contact Louisiana One Call at (800) 272-3020. The Contractor will not be liable for any preexisting damage to utilities.
4. The Contractor shall take reasonable care not to damage personal property items while removing debris. The Contractor is not responsible for storm-related or other preexisting damage to personal property. The Contractor shall perform reasonable due diligence in ascertaining preexisting damages.
5. Debris removal shall not begin on areas without the PDA present.
6. During the removal and transporting of associated debris, water shall be used to control dust as needed. A water truck shall be required at each disposal site. It should be duly noted that fire hydrants may be privately owned in unincorporated STPG jurisdiction and that acquiring and supplying water shall be the responsibility of the Contractor. The amount of dust resulting from debris disposal shall be controlled to prevent the spread of dust to occupied areas near the disposal site and to avoid creation of a nuisance in the surrounding area. Use of water shall not be allowed to result in, or create, hazardous or objectionable conditions such as flooding and pollution. It shall be the responsibility of the Contractor to utilize appropriate misting nozzles to apply water to the debris.
7. The Contractor is responsible for the complete removal of all eligible and authorized debris related to the disaster. Upon the commencement of work in a designated area the Contractor may not leave until the debris has been removed sufficiently to satisfy the PDA.
8. The Contractor is responsible for ensuring traffic safety in all work areas. Flag persons, spotters, temporary signage, or other approved means shall be provided by the Contractor as needed to comply with the above requirement.

PART 3: SUBMITTALS REQUIREMENTS

1. CONTRACTOR SAFETY PLAN

The Contractor shall submit a Contractor Safety Plan ("Safety Plan") in accordance with the 2003 edition of EM 385-1-1, Safety and Health Requirements Manual. The

Safety Plan shall address tasks, hazards, and mitigation measures for review and approval prior to implementation of any debris removal activities. One copy of the completed Safety Plan shall be provided to the PDA Manager within thirty (30) working days of Contract award. This Safety Plan must be reviewed by the PDA prior to the commencement of any work.

2. CONTRACTOR DEBRIS REMOVAL AND DISPOSAL PLAN (“EDR&D Plan”)

The Contractor shall develop an EDR&D Plan for the debris removal in concert with STPG and the PDA. The EDR&D Plan shall include the following:

- a) Training and qualifications of personnel;
- b) Number of personnel and crews to be utilized in response to differing debris producing events;
- c) Procedures for performing all Contract work;
- d) Detailed maps of St. Tammany Parish indicating the areas of pick up and the timeline for accomplishing the work in each area and the overall Parish;
- e) Process for evaluation of debris for the presence of regulated and hazardous substances and materials;
- f) Process for hazardous material removal;
- g) Identification and use of TDSRs and processes for segregation, processing, and/or recycling of debris which will be utilized;
- h) Identification of types and quantities of equipment to be used; and
- i) Plan for final disposal of debris, site restoration, remediation, and closeout.

Contractor shall videotape all staging areas prior to mobilization to assure proper restoration.

At a minimum, the EDR&D Plan subsection (b) shall address two (2) debris producing events (e.g., (1)- storm producing light surge and vegetative debris distributed mostly in coastal areas within STPG’s parish-maintained ROW, and (2)- a storm producing severe storm surge with heavy vegetative debris throughout STPG’s parish-maintained ROW. The EDR&D Plan shall specifically address the handling of marsh grass.

Three (3) copies of the EDR&D Plan shall be provided to the Director for STPG within thirty (30) days of award of the Contract. The Director will review the EDR&D Plan and notify the Contractor within a reasonable time as to any changes which are required. Upon agreement to the terms of the EDR&D Plan by STPG, the Director will notify the Contractor that it has been accepted. If no STPG approved EDR&D Plan is in place within sixty (60) days of the Contract award date due to the Contractor’s fault, STPG may cancel the Contract.

Upon a debris-producing event occurring, STPG may require further revision to the accepted EDR&D Plan in order to address STPG’s needs in light of a particular disaster event. In such a case, the Contractor shall provide the requested revisions to the EDR&D immediately and prior to obtaining the Notice to Proceed from STPG.

3. CONTRACTOR DAILY SAFETY MEETINGS

A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. All attendees of the meeting shall sign in and sign-in sheets shall be forwarded to the PDA. The daily safety meeting shall include the hazards expected with

each day's activities and the mitigation measures for each hazard shall be discussed. The Contractor Safety Plan may be referenced for mitigation measures.

4. DAILY OPERATIONAL REPORT

Upon request of the PDA, the Contractor shall submit daily operational reports. A separate operational report is required for each area location. Discrepancies between the daily operational reports and corresponding load tickets shall be reconciled by the Contractor and the PDA. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The Contractor shall include in the daily operational report the work accomplished in each area for that day and the number of crews that worked.

5. WORK SCHEDULE

The Contractor shall provide a work schedule including a timeline for each area status schedule. The work schedule shall include the area of work for the current week and the next two weeks of where and when the Contractor anticipates working.

PART 4: ENVIRONMENTAL PROTECTION, PROTECTION OF PROPERTY AND RESTORATION

While the Contractor shall implement engineering controls (e.g., wetting) to maintain no visible emissions criteria during disposal, the Contractor shall also manage surface water runoff for compliance with applicable Federal, State, and local requirements.

For the purpose of this Contract, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during the execution of this Contract. Environmental protection requires consideration of air, water, and land and involves noise and solid waste management, as well as other pollutants. The Contractor and its Subcontractors shall incorporate appropriate measures to manage environmental pollution arising from the activities in the performance of this Contract.

Contractor shall comply with all requirements in the "*LDEQ Comprehensive Plan for Disaster Clean-Up and Debris Management*" and any other applicable Federal, State, or local statutes, regulations, or ordinances.

PART 5: DEBRIS ELIGIBILITY

Eligible debris under this Contract consists of debris generated from the disaster declared event or incidents. Only debris categories specifically authorized shall be paid. Debris shall be determined as to the type by the PDA prior to collection at the ROW. All debris eligibility and classification determinations shall be made in conformity with the Stafford Act and FEMA regulations. Specifically, "*FEMA's Public Assistance Debris Management Guide, FEMA 325*"; "*Public Assistance Policy Digest, FEMA 321*"; any and all applicable Recovery Policies or directives issued by FEMA, and; any applicable Project Worksheet(s). The Contractor shall ensure that it complies with the most up to date version of the regulation or policy in effect at the time the

Notice to Proceed is issued and that any amendments to such regulation or policy issued after the Notice to Proceed is issued are also followed. Contractor shall also ensure that all Subcontractors will comply with all applicable statutory and regulatory authority indicated herein.

PART 6: DEBRIS REMOVAL AND DISPOSAL

1. Eligible debris and other waste shall be taken from the ROW to the disposal site or to an approved reduction site (TDSR) as indicated by the EDR&D Plan. The Contractor shall not stockpile debris for pre-pick up in front of resident's homes or property unless written authorization has been obtained. Any damage in this situation shall be resolved by the Contractor regardless of agreements with homeowners.

The debris shall be loaded into trucks and taken to the Contractor designated disposal sites approved by LDEQ. Uncontaminated debris may be taken to a reduction site approved by LDEQ prior to transporting to the final disposal site.

2. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Transportation of all debris shall comply with all applicable Federal, State, and local regulations and laws governing the same. All trucks and trailers shall have tarps and tailgates.
3. CY LOAD DEBRIS - Load tickets shall be filled out for tracking purposes of the removal of ALL debris and shall include the volume in cubic yards for each load being hauled to the landfill/reduction site (direct pay items); AND for processed debris hauled out of temporary sites to final disposal sites (non-direct items). Load tickets shall be noted as such. Load tickets shall document cubic yard volume measurements for eligible debris, and shall be provided by the PDA. The load tickets will be five (5) parts, sequentially numbered and color-coded.

Each load ticket shall contain the following information:

- a. Ticket Number
- b. Date
- c. Contractors Name
- d. Subcontractor Name and Crew Identification
- e. Truck Number
- f. Point of Debris Collection, including Street Number and Street Name, and subdivision and/or cross street.
- g. Truck Capacity
- h. Loading Departure Time/Field PDA Inspector and signature
- i. Disposal Site Arrival Time/Dump PDA Inspector and signature
- j. Actual Debris Volume
- k. Truck Driver name and signature
- l. Debris Classification
- m. Disposal Site

The CY Load ticket is originated by the Loading Site PDA at the loading location and one copy is retained by that PDA. The remaining four (4) part ticket is given to the

vehicle operator prior to leaving the loading location. Upon arrival at the disposal site, the vehicle operator shall give the four (4) part ticket to the disposal site PDA. The disposal site PDA will verify the hauler and the equipment and determine each truck's actual volume of debris that is being hauled, after deducting void spaces. The actual volume of debris will then be calculated and recorded on the load tickets by the PDA to the nearest 1/10th cubic yard. The Contractor's representative (CR) will also sign the ticket once completed by the disposal site PDA. The disposal site PDA will retain the original white copy of the ticket and the vehicle operator or CR will be provided with the remaining ticket copies. The Contractor shall submit one copy of the load tickets with each invoice.

5. UNIT ITEM TICKETS – Unit Item tickets shall be filled out for tracking purposes of the removal of ALL debris and shall include all required fields of information including, but not limited to: debris item category, identifying number, location including GPS, crew name, number of units, date, time, PDA signature, and CR debris crew signature. Unit Item tickets shall be provided by and originated by the PDA. The Unit Item tickets will be multiple parts, sequentially numbered and color-coded; the PDA shall retain the original white copy of the ticket. Electronic Tickets meeting all above requirements can be used if approved in advance by STPG.

PART 7: EQUIPMENT

1. All trucks and other equipment shall comply with all applicable Federal, State, and local rules and regulations. All trucks and other equipment shall be equipped with backup alarms. Any truck used to haul debris shall be covered with a tarp while hauling debris, and shall be capable of rapidly dumping its load without the assistance of other equipment unless otherwise authorized by STPG. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front, rear, and both sides, and are constructed in a manner to withstand severe operating conditions.

The sideboards are to be constructed of two inches by six-inch (2" x 6") boards or greater and shall not extend more than two feet above the metal bedsides. Rear sideboards on tailgates should match the height of the sideboards on the sides of the truck. All extensions are subject to acceptance or rejection by the PDA. All trailers shall have a metal-framed exterior and a minimum of five-eight (5/8") inch plywood interior walls (not wafer board). All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for use as a tailgate. All trucks certified with short tailgates will have their capacity reduced appropriately. If a taller tailgate is installed subsequently, the truck will be recertified and a new truck number assigned.

All hauling equipment shall be measured, marked, and certified for its load capacity by the PDA or the designated representative. The Contractor shall inspect all equipment prior to use and ensure all loads are covered prior to departing the site in accordance with all applicable Federal, State, and local regulations and laws governing same. All vehicles must have a fully charged fire extinguisher and all trailers, dump beds, and containers must have a tarp over the debris prior to receiving a load ticket. Debris must not exceed eighteen inches over the top of the bedsides or above height requirements for travel.

2. Trucks designated for use under this Contract shall be equipped with two signs (adhesive placards), one attached to each side. Magnetic signs are not permissible. The PDA shall provide these signs. Each truck or trailer shall be certified after being inspected and measured; and shall contain a placard that will be numbered with permanent marking and shall clearly display the vehicle's maximum load capacity. No capacity can exceed one hundred (100%) percent of the measured volume. The maximum allowable yardage that will be paid is ninety-five (95%) percent of the certified capacity, and yardage will only be paid in five (5%) percent increments thereafter. Hand loaded trucks will be paid at no more than 50% of the observed load capacity in accordance with FEMA regulations. Copies of the certification documents should be maintained in the vehicle at all times while working on this project.
3. Trucks or equipment, which is designated for use under this Contract, shall not be used for any other work during the working hours of this Contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances shall the Contractor mix debris hauled for others with debris hauled under this Contract.
4. Equipment and trucks will not be allowed to park overnight on any streets within the STPG's parish-maintained ROW.
5. The Contractor shall provide all labor, materials, and equipment necessary to fully plan, manage, operate, and maintain (including fuel, oil, grease, and repairs) all equipment required for this task order.
6. All loading and hauling equipment must comply with all applicable Federal, State, and local rules and regulations. All loading and hauling equipment shall have a placard with the Contractor's name and equipment identification number that is visually accessible and legible to the PDA.
7. All loading equipment shall have rubber tires, street tracks, and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove and load the debris. Equipment used under this contract shall be sized properly to fit loading conditions. Excessive size equipment (6 CY and up) and non-rubber-tired equipment must be approved by the PDA.

PART 8: OTHER CONSIDERATIONS

1. The Contractor shall designate a CR at each location to supervise work in progress. The PDA will deal directly with the CR, for normal day-to-day administration of the Contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contact with the PDA for the performance of all work under the Contract. The CR shall have full authority to contractually commit the Contractor for prompt action on all matters pertaining to the administration of this Contract, and shall be the on-site Contractor employee who is responsible for safety. The CR shall also be responsible for implementing the Contractor Safety Plan and Daily Safety Plan, have the authority to determine for the Contractor when work is ready for government inspection, and make decisions for the

Contractor on additional performance of work, when necessary. The CR shall meet with managing PDA Staff once weekly in the PDA office or other designated location.

2. The Contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The Contractor may move signs temporarily for protection if they are in danger of being damaged during operations. The Contractor shall return signs to pre-existing location and condition following completion of operations if damaged.
3. The Contractor will comply with the safety requirements contained in EM385-1-1, latest edition, Safety and Health Requirements Manual, OSHA, EPA, and other Federal and State Laws that address a safe work environment. This includes the monitoring and safety of all employees who will be performing any work under this Contract.
4. Compliance with the provisions of this Contract by Subcontractors will be the responsibility of the Contractor. All terms and clauses in this Contract flow down to Subcontracts.
5. The Contractor must be duly licensed to perform the work in the State of Louisiana per statutory requirements and will obtain all applicable Louisiana insurance coverage including Louisiana Workers Compensation Coverage. The Contractor shall obtain all permits and licenses necessary to complete the work. The Contractor shall be responsible for determining what licenses and permits are necessary to perform under the Contract. Copies of all permits shall be submitted to the PDA prior to commencement of work. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any Subcontractor's actions or operations during the performance of the Contract. Corrections for any such violations shall be at no additional cost to STPG. The Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area.

PART 9: SPECIAL CONSIDERATIONS

1. The Contractor shall secure the work area to provide a safe work site. The Contractor shall exercise due care to minimize any damage to trees, shrubs, landscaping, and general property. The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner. Any damage to private or public property shall be repaired at the Contractor's expense. The debris work area shall be left clean and clear of debris as reasonable and practical under the conditions of this Contract.
2. The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent ROWs, including all landscaped areas. The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner at no expense to STPG or any other party not at fault for such damage. All equipment shall be approved by the PDA prior to use. Any damage to private property, sidewalks, curbs, utilities, or streets shall be repaired at the expense of the Contractor.
3. Before beginning any work, the Contractor shall visually survey the ROW site to identify any problem areas. The Contractor shall take necessary precautions to avoid damage to adjacent properties. The Contractor shall protect all fire hydrants and all utilities during work operations. Any damaged items shall be repaired or replaced, as a

non-reimbursable expense. The Contractor shall coordinate the work of this section with all other work. The PDA shall review all repairs or replacements made.

4. The Contractor shall plan the work to minimize the impact on the neighborhood. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and local governments or agencies, or of any public utilities.
5. STPG, FEMA, LDEQ, OSHA, and other regulatory agencies reserve the right to inspect the site, verify quantities, and review operations at any time.

PART 10: DEMOBILIZATION

1. POST DEBRIS PICK UP CLEANUP

The Contractor shall remove all signs of temporary construction facilities, work areas, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of debris removal. The area shall be restored to as near pre-existing conditions as possible. Restoration to original ROW contours will generally not be required unless specifically directed by the PDA. However, all restored areas shall be smoothly and evenly dressed.

2. Upon termination or completion of this Contract, the Contractor shall vacate and remove, or cause to be vacated or removed, all property belonging to Contractor, any Subcontractor, agent, or employee. Any property not removed shall be deemed abandoned by STPG and any cost incurred by STPG in disposal of same shall be withheld from any final payment due.

END OF SECTION.

FEMA REQUIRED CONTRACT CLAUSES

(1) The Contractor agrees to comply with all Federal, State, and Parish requirements and regulations pertaining to reporting on projects receiving Federal, State, or Parish funding. Contracts funded with Federal or State monies may have additional requirements and regulations pertaining to reporting which may not be described herein.

(2) The Contractor agrees to comply with requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. For contracts funded with Federal or State monies, applicable Federal or State agencies may have additional requirements and regulations pertaining to patent rights.

(3) The Contractor agrees to comply with requirements and regulations pertaining to copyrights and rights in data. For contracts funded with Federal or State monies, applicable Federal or State agencies may have additional requirements and regulations pertaining to copyrights and rights in data.

(4) The Contractor agrees to grant access by St. Tammany Parish Government, the State, Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(5) The Contractor agrees to retain all required records for three (3) years after final payments have been made and/or all other pending matters are closed.

(6) The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts in excess of \$100,000). These regulations and Acts are herein incorporated by reference in this Contract.

(7) The Contractor agrees to comply with 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 (Pub. L. 94-163, 89 Stat. 871). [53 FR 8045, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19641, Apr. 19, 1995; 61 FR 7166, Feb. 26, 1996]. These acts and regulations are herein incorporated by reference in this Contract.

(8) The Contractor agrees that it will ensure that any of its agents, Contractors or subcontractors will also comply with the above requirements and that any contract entered into by Contractor in furtherance and/or performance of Contractor's agreement with the Parish will contain the above-required clauses.

***** END OF SECTION *****

ATTACHMENT "I"

**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

ATTACHMENT "J"

**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)” completed by a registered DBEWOLS Firm”</i> |
| 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:

ATTACHMENT "K"

CONTRACTOR'S UNIFORM FINANCIAL INFORMATION FORM

IMPORTANT - READ CAREFULLY

It is mandatory that your financial information be submitted accurately and in accordance with generally accepted accounting principles in the United States of America. Information must be inclusive of the last three (3) years. This FORM must be certified by a Firm Principal and notarized. Failure to properly report financial information may be grounds for rejection of proposal or termination of the contract.

NAME OF FIRM _____
 FIRM ADDRESS _____
 CITY, STATE, ZIP _____

YEAR 1

STATEMENT AS OF	
DATE _____, 20____	
TOTAL CURRENT ASSETS	
ALL OTHER ASSETS	
TOTAL ASSETS	
TOTAL CURRENT LIABILITIES	
TOTAL LONG TERM LIABILITIES	
TOTAL LIABILITIES	
TOTAL EQUITY or NET WORTH	
TOTAL LIABILITIES & EQUITY/NET WORTH	

YEAR 2

STATEMENT AS OF	
DATE _____, 20____	
TOTAL CURRENT ASSETS	
ALL OTHER ASSETS	
TOTAL ASSETS	
TOTAL CURRENT LIABILITIES	
TOTAL LONG TERM LIABILITIES	
TOTAL LIABILITIES	
TOTAL EQUITY or NET WORTH	
TOTAL LIABILITIES & EQUITY/NET WORTH	

YEAR 3

STATEMENT AS OF	
DATE _____, 20____	
TOTAL CURRENT ASSETS	
ALL OTHER ASSETS	
TOTAL ASSETS	
TOTAL CURRENT LIABILITIES	
TOTAL LONG TERM LIABILITIES	
TOTAL LIABILITIES	
TOTAL EQUITY or NET WORTH	
TOTAL LIABILITIES & EQUITY/NET WORTH	

FIRM PRINCIPAL CERTIFICATION

The undersigned Firm Principal declares, to the best of their knowledge that the information provided in these financial statements of assets, liabilities, capital/net worth and other information is true, correct, and complete under penalties of perjury.

 Signature of Firm Principal

 Print Name and Title Date

NOTARY INFORMATION & SEAL

 Signature of Notary

 Print Name Date

 Notary License Number

**THIS SIGNED & NOTARIZED FORM
 MUST BE SUBMITTED WITH THE
 PROPOSAL**

ATTACHMENT "L"

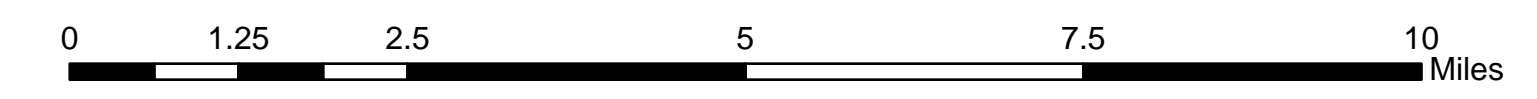
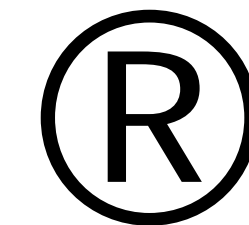
ATTACHMENT "L"



St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

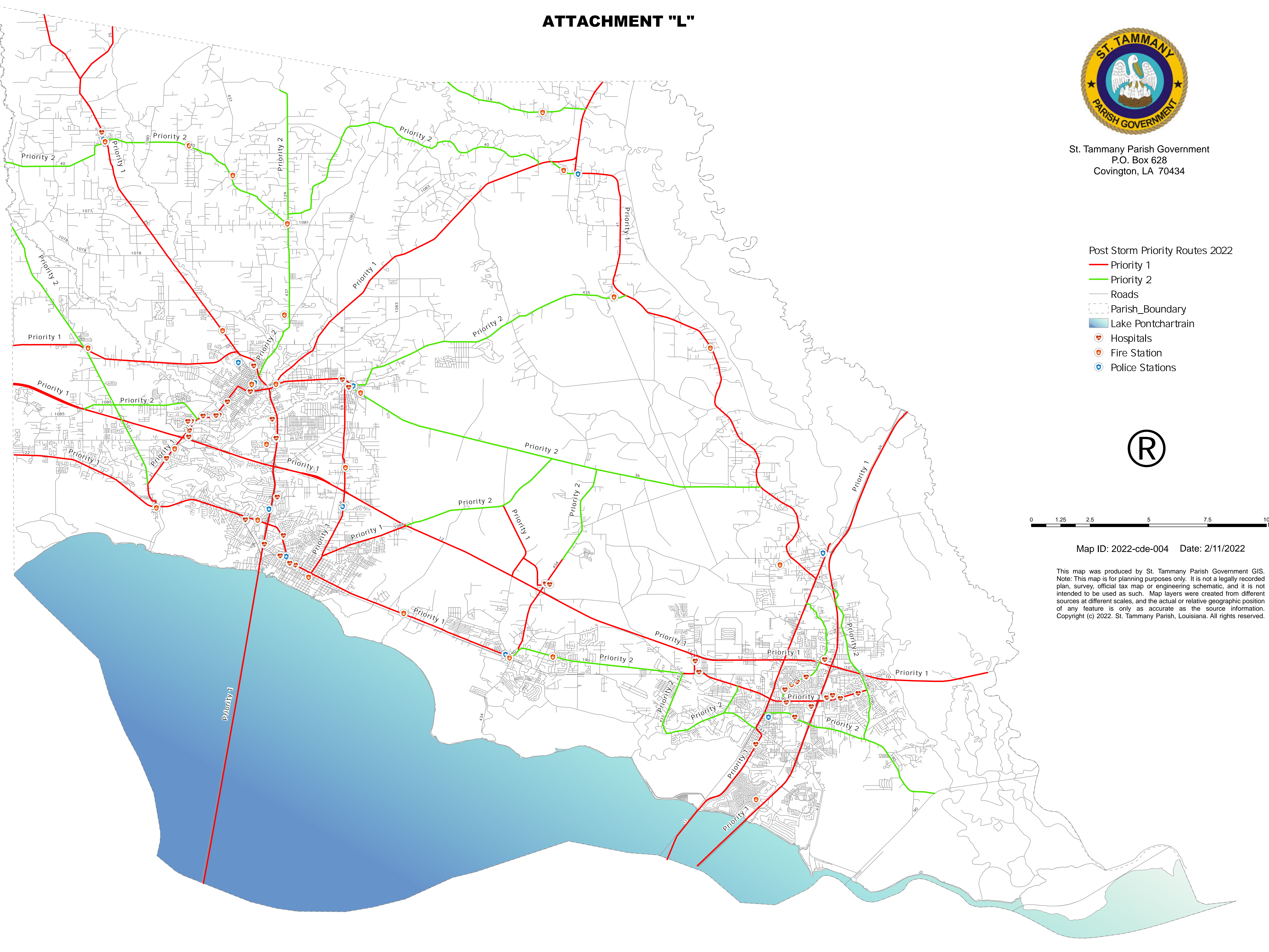
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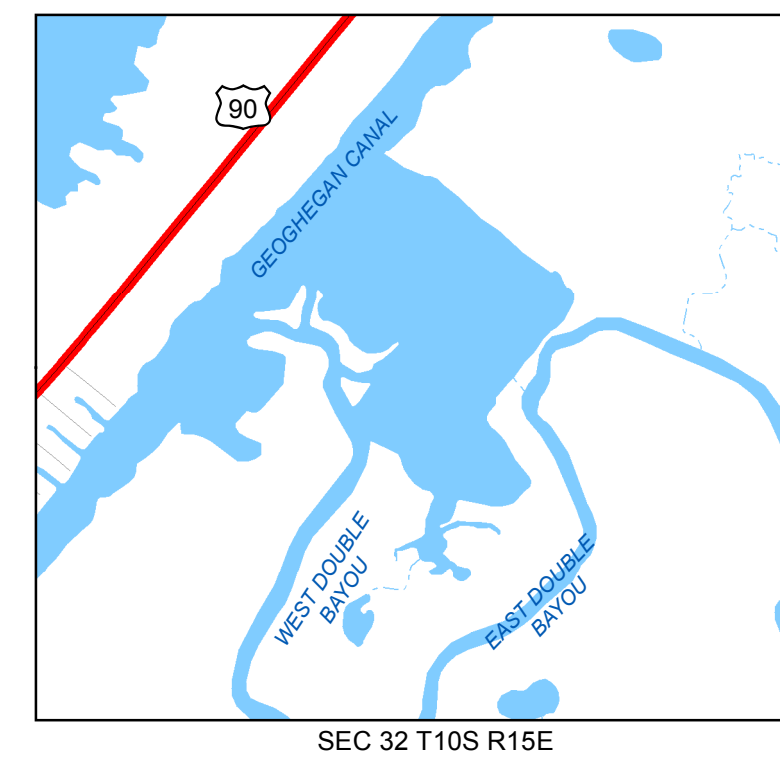
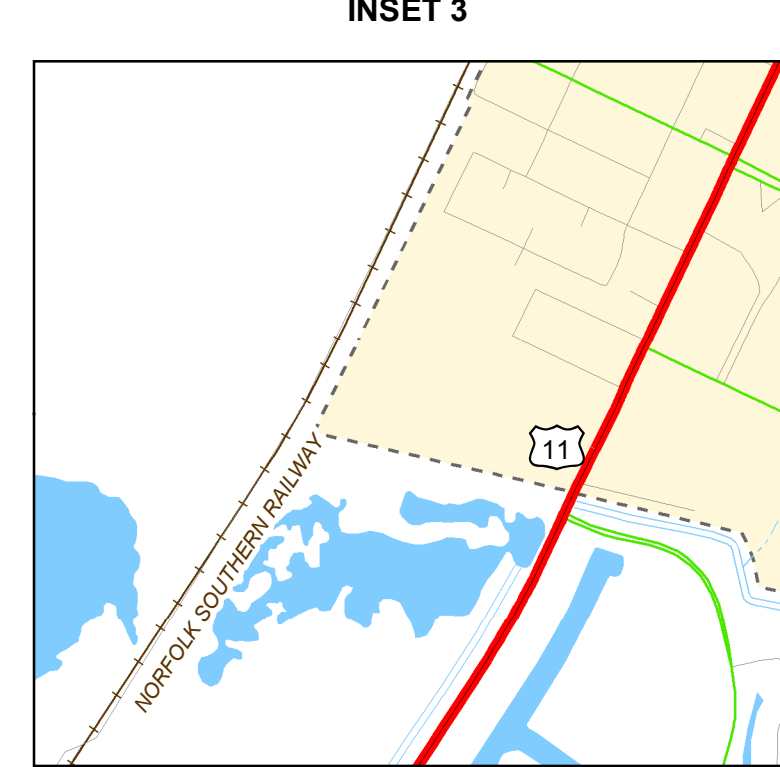
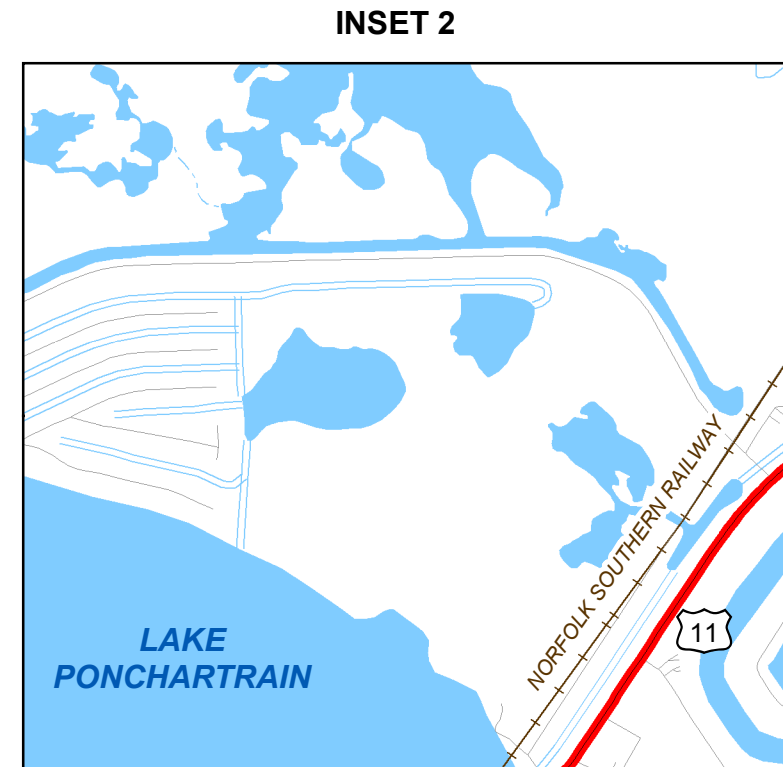
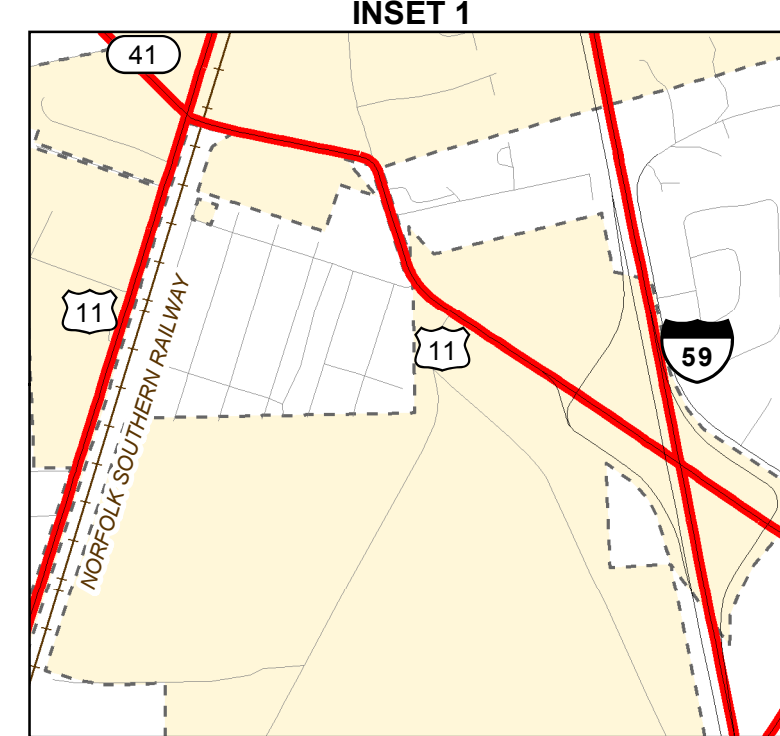
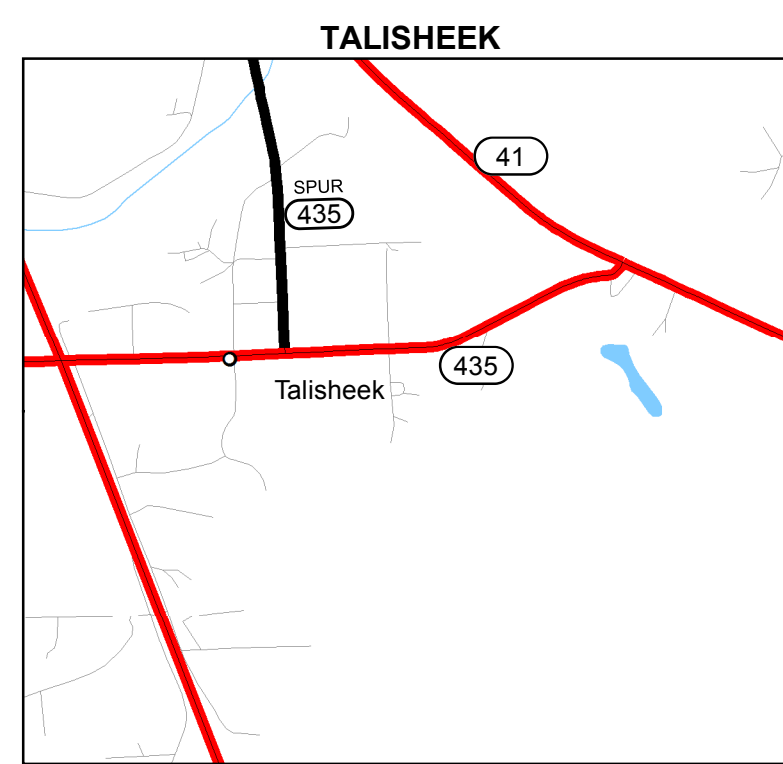
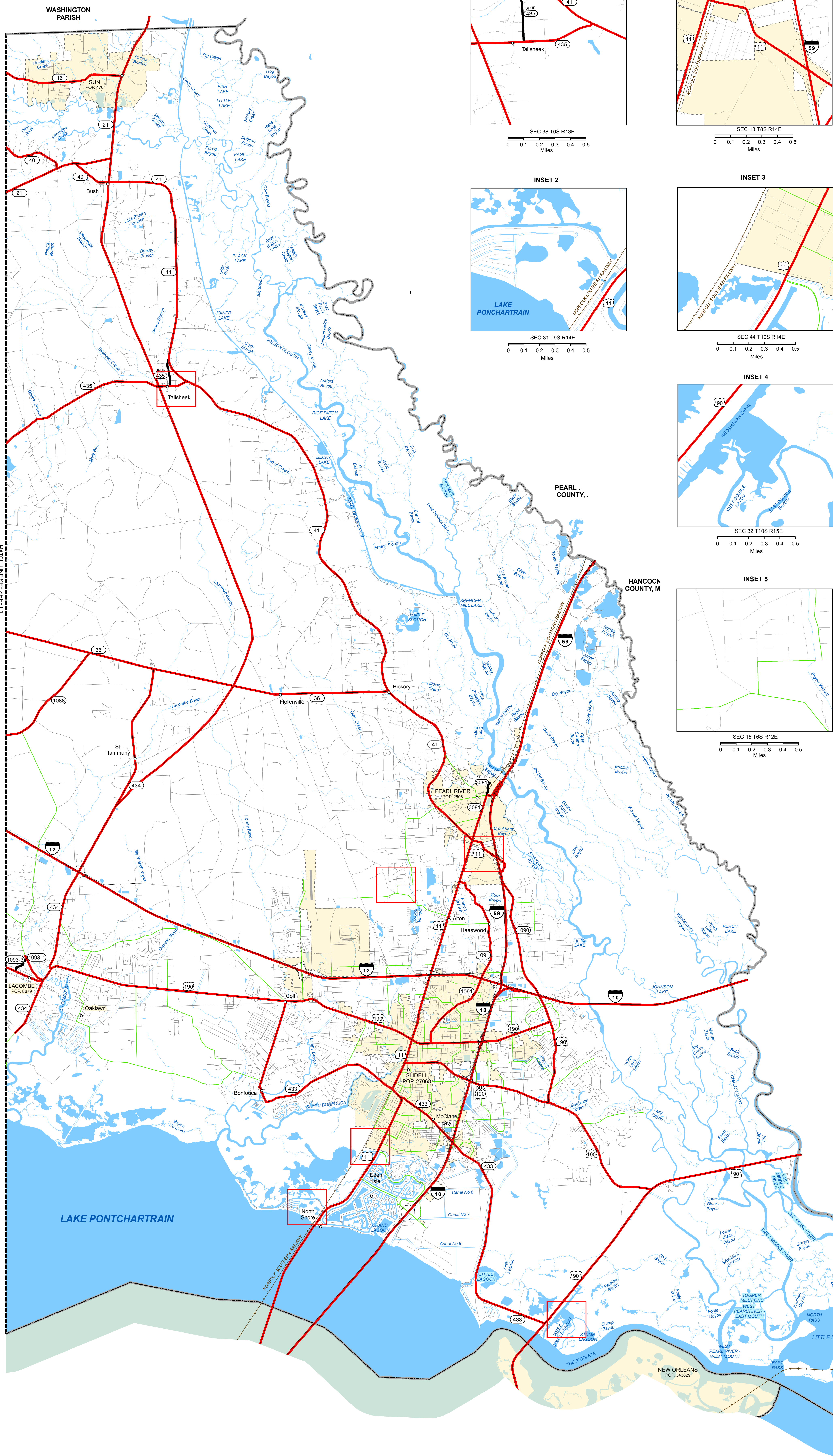
- Priority 1
- Priority 2
- Roads
- Parish_Boundary
- Lake Pontchartrain
- Hospitals
- Fire Station
- Police Stations



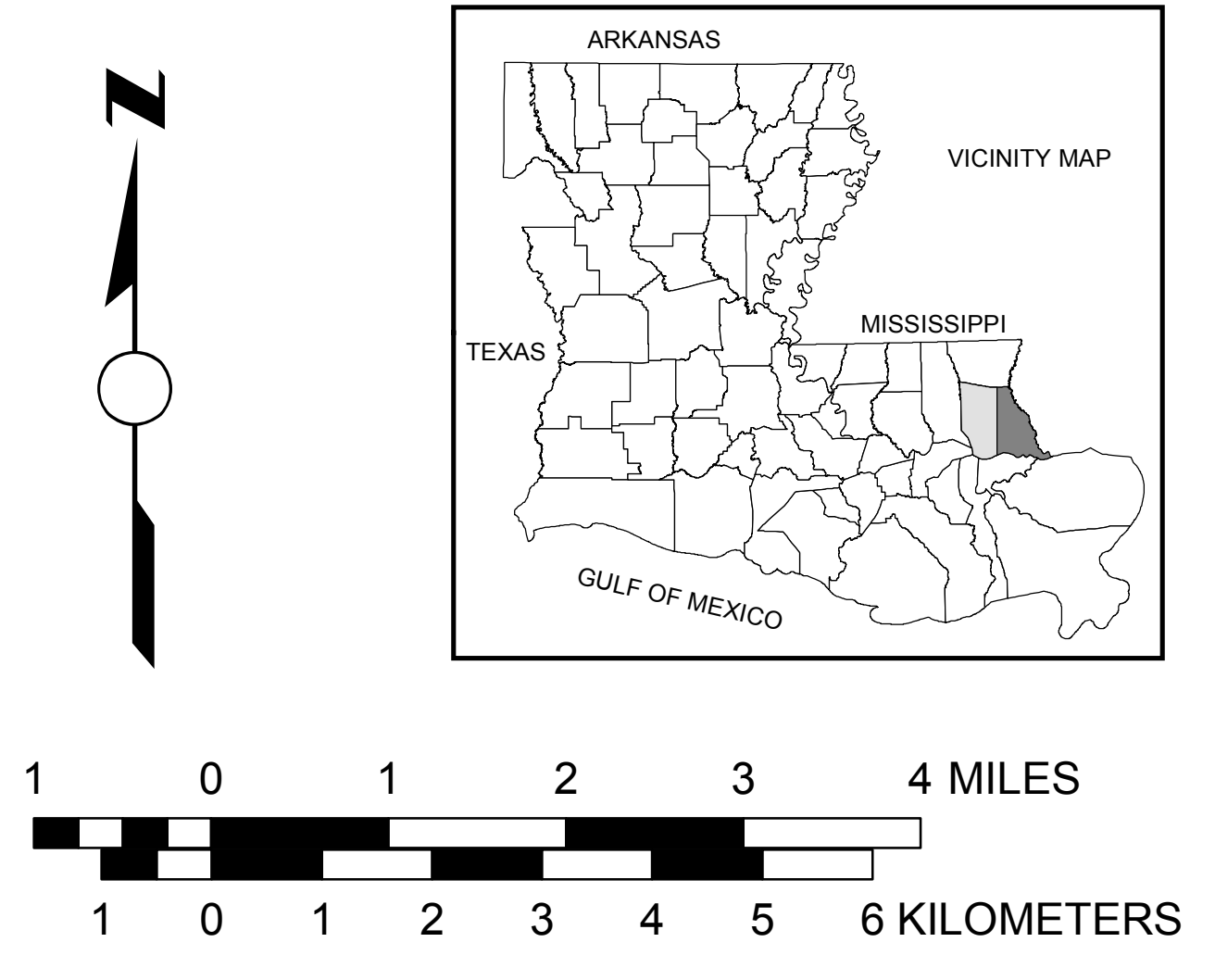
Map ID: 2022-cde-004 Date: 2/11/2022

This map was produced by St. Tammany Parish Government GIS. Note: This map is for planning purposes only. It is not a legally recorded plan, survey, official tax map or engineering schematic, and it is not intended to be used as such. Map layers were created from different sources at different scales, and the actual or relative geographic position of any feature is only as accurate as the source information. Copyright (c) 2022. St. Tammany Parish, Louisiana. All rights reserved.





- INTERSTATE HIGHWAY SYSTEM
- U.S. HIGHWAY SYSTEM
- STATE HIGHWAY SYSTEM
- DIVIDED HIGHWAY WITH CONTROL OF ACCESS
- DIVIDED HIGHWAY WITH FRONTAGE ROADS
- MULTI-LANE UNDIVIDED HIGHWAY
- MULTI-LANE DIVIDED HIGHWAY
- PAVED ROAD
- BITUMINOUS ROAD
- GRAVEL ROAD
- PUBLIC ROAD
- PROPOSED HIGHWAY
- HIGHWAY BRIDGE (MORE THAN 20' SPAN)
- HIGHWAY BRIDGES CLOSELY SPACED
- HIGHWAY DRAWBRIDGE
- HIGHWAY TUNNEL
- OVERHEAD STRUCTURE
- PUBLIC FERRY (FF - FREE, TF - TOLL)
- STATE BOUNDARY
- PARISH BOUNDARY
- UNINCORPORATED AREA BOUNDARY
- TOWNSHIP/RANGE LINE
- SECTION LINE
- MATCH LINE
- RAILROAD
- RAILROAD STATION (HISTORICAL)
- RIVER, LAKE, RESERVOIR, OR POND
- INTERMITTENT STREAM
- STREAM
- CANAL
- HEAD OF NAVIGATION
- NAVIGABLE WATERWAY
- OPERATED SHIP AND BARGE LINES
- DAM ON WATERWAY
- LOCK ON WATERWAY
- LOCK AND DAM ON WATERWAY
- CONTROL STRUCTURE ON WATERWAY
- DOCK, PIER, OR LANDING ON WATERWAY
- LEVEE OR DIKE
- LEVEE OR DIKE WITH ROAD
- NATIONAL FOREST
- WILDLIFE AREAS
- CITY LIMITS
- PARISH SEAT
- CITY, TOWN, VILLAGE, OR COMMUNITY
- AIRPORT - LIMITED FACILITY
- AIRPORT - MAJOR FACILITY
- AIRWAY LIGHT BEACON
- AMTRAK TERMINAL
- AMUSEMENT FACILITY
- ANIMAL SHELTER
- ANTEBELLUM HOME
- ARMORY OR NATIONAL GUARD UNIT
- ASTRONOMICAL OBSERVATORY
- AUTO SALVAGE YARD
- BALLFIELD
- BUS TERMINAL
- CAMP SPONSORED BY AN ORGANIZATION
- CEMETERY
- CHURCH
- CHURCH AND SCHOOL
- CHURCH W/ CEMETERY ADJACENT
- COAST GUARD STATION
- COMMUNICATIONS TOWER
- COMMUNITY HALL
- CORRECTIONAL FACILITY
- COURTHOUSE
- DOD FACILITY - CONSTRUCTION UNIT
- DOD FACILITY - DISTRICT HEADQUARTERS
- DOD FACILITY - MAIN HEADQUARTERS
- DOD FACILITY - MAINTENANCE UNIT
- DOD FACILITY - PROJECT ENGINEER OFFICE
- DOD FACILITY - STORAGE SITE
- DOD FACILITY - SUB-DISTRICT HEADQUARTERS
- FAIRGROUND OR RACETRACK
- FERRY BOAT TERMINAL BUILDING
- FIRE STATION
- FISH HATCHERY
- GARBAGE DUMP
- GOLF COURSE
- GRAIN ELEVATOR
- GRAVEL, SAND, CLAY OR DIRT PIT
- GREAT RIVER ROAD DESIGNATION
- HELIPORT
- HOSPITAL
- INDUSTRIAL FACILITY
- LANDING STRIP
- LATIFUNDIA CONDUITE
- LIGHTHOUSE
- LOCAL HISTORIC SITE
- MILITARY AIRFIELD
- MILITARY FACILITY
- MUNICIPAL BUILDING
- MUSEUM - NON-STATE OWNED
- MUSEUM - STATE OWNED
- NASA FACILITY
- NATIONAL PARK
- NATIONAL HISTORIC PARK AND PRESERVE
- NURSING HOME
- OBSERVATION TOWER
- PARISH HEALTH UNIT
- PARK
- POLICE STATION
- PORT - DEEP DRAFT
- PORT - EMERGING
- PORT - SHALLOW DRAFT
- POST OFFICE
- POWER PLANT
- PUBLIC BEACH
- PUBLIC BOAT LAUNCH
- PUBLIC FERRY DOCK
- PUBLIC LIBRARY
- PUBLIC RECREATION AREA
- RAILROAD FREIGHT FACILITY
- RANGER STATION
- RESEARCH STATION
- INTERSTATE REST AREA
- RODOD FACILITY
- SCENIC SITE
- SCHOOL OR UNIVERSITY
- SCRAP YARD
- SEALPLANE FACILITY
- SEWAGE TREATMENT FACILITY
- STATE HISTORIC SITE
- STATE PARK
- STATE PRESERVATION AREA
- STATE WELCOME CENTER
- TOURIST INFORMATION CENTER
- WATER SUPPLY SYSTEM
- WAYSIDE PARK
- WEIGH STATION



EMERGENCY RELIEF FUNDING ROADWAY SYMBOLOGY

- FHWA ELIGIBLE STATE ROUTES
- FEMA ELIGIBLE STATE ROUTES
- FHWA ELIGIBLE LOCAL STREETS
- FEMA ELIGIBLE LOCAL STREETS

ST. TAMMANY PARISH 52

SHEET 2 OF 2

THIS MAP WAS PREPARED BY THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, OFFICE OF MULTIMODAL PLANNING AND DEVELOPMENT, IN COOPERATION WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.

PROJECTION: NAD 83, UTM, Zone 18N
 Datum: North American Datum of 1983
 Spheroid: GRS 80
 Semi-Major Axis: 6378137.0 meters
 Semi-Minor Axis: 6356752.3141453 meters
 Eccentricity: 0.08181854113765
 False Easting: 500000.0 meters
 False Northing: 0.0 meters
 UTM Zone Number: 18N
 UTM Datum: NAD 83
 UTM Spheroid: GRS 80
 UTM False Easting: 500000.0
 UTM False Northing: 0.0
 UTM Zone Number: 18N

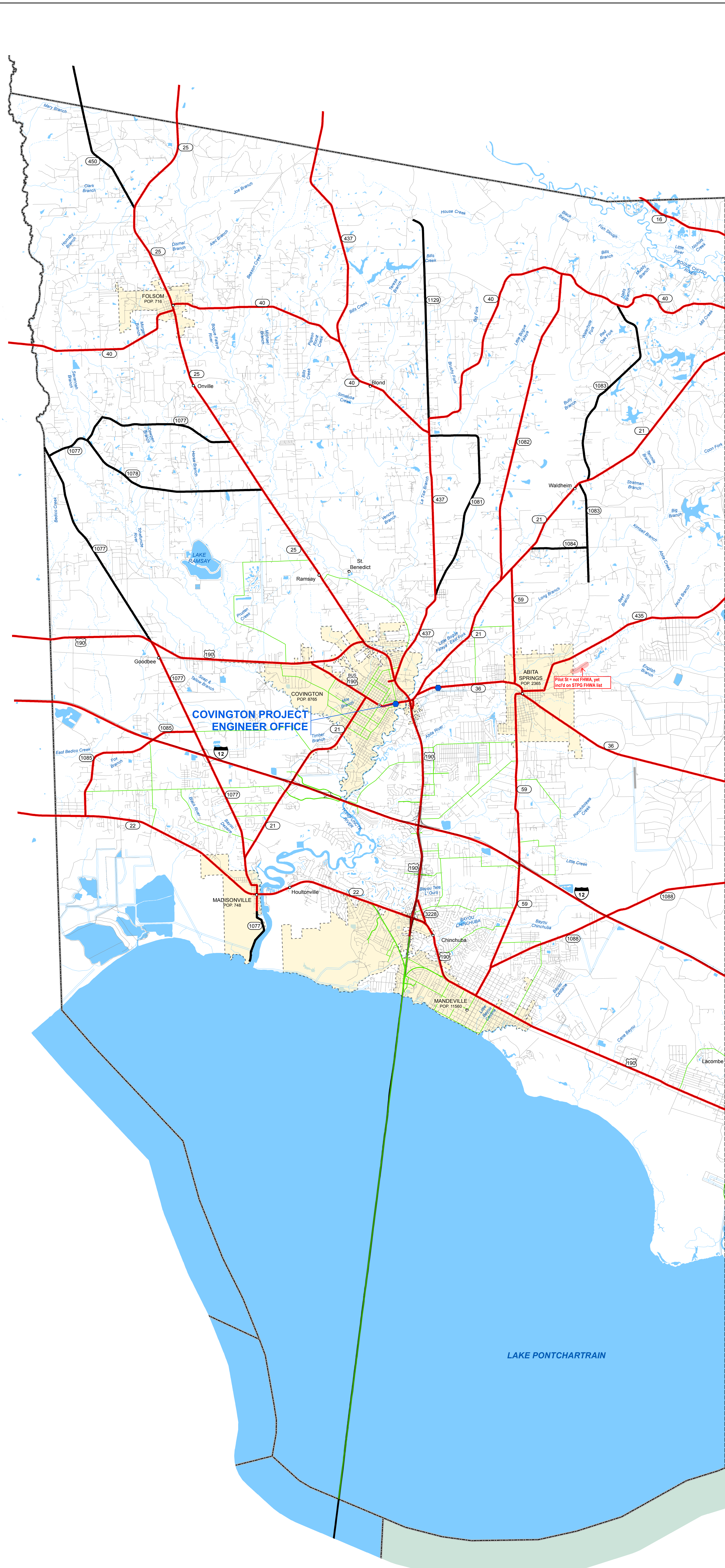


MAP UPDATED MARCH 2016

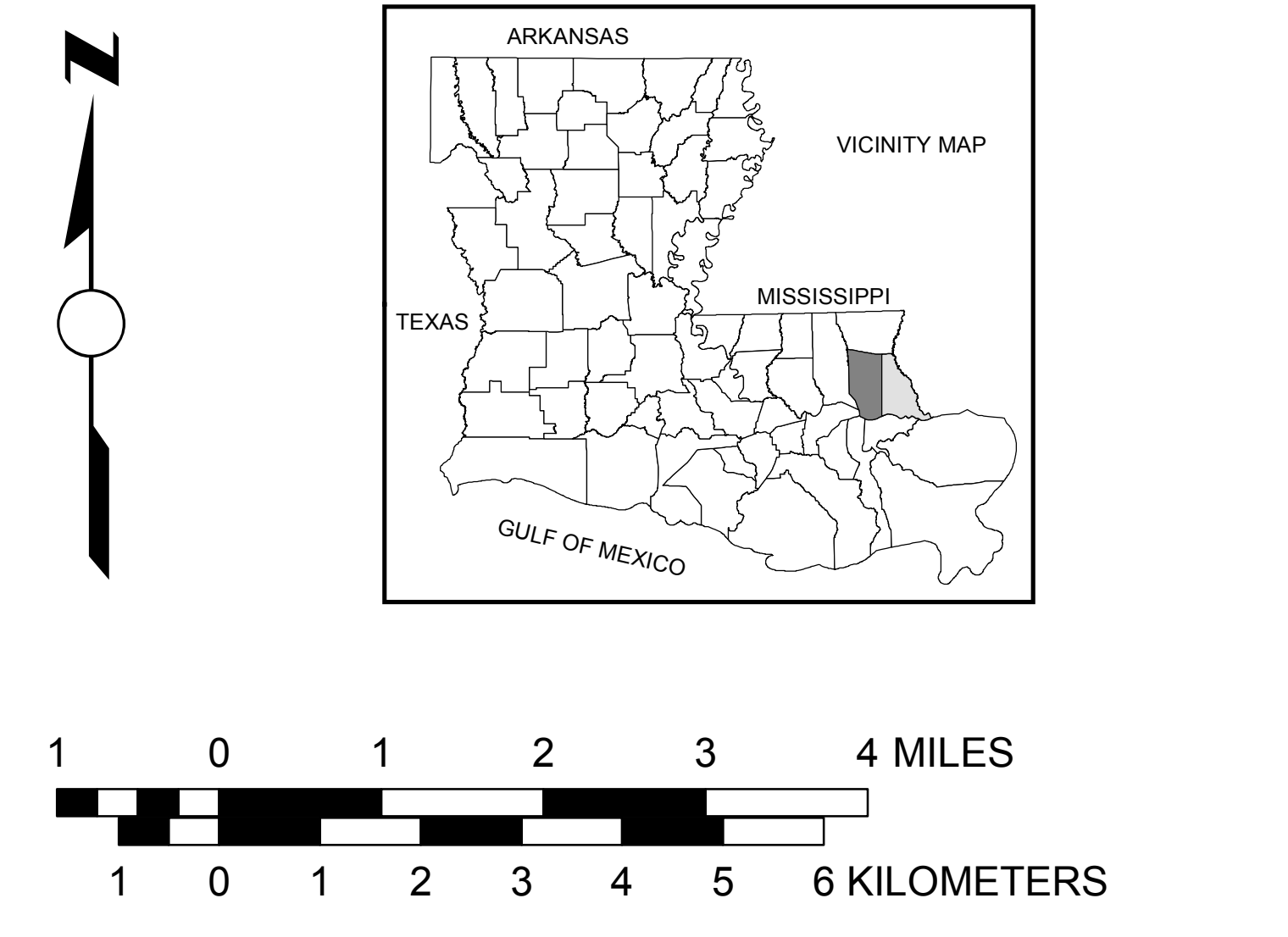
**ST. TAMMANY PARISH
EAST SECTION
LOUISIANA**

CENSUS 2010 POPULATION 233,740
 PREPARED BY THE
 DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
 OFFICE OF MULTIMODAL PLANNING
 IN COOPERATION WITH THE
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION

SHEET 2 OF 2



- | | | | |
|--|-------------------------------------|--|--|
| | INTERSTATE HIGHWAY SYSTEM | | CORRECTIONAL FACILITY |
| | U.S. HIGHWAY SYSTEM | | COURTHOUSE |
| | STATE HIGHWAY SYSTEM | | DOT FACILITY - CONSTRUCTION UNIT |
| | DIVIDED HIGHWAY WITH FRONTAGE ROADS | | DOT FACILITY - DISTRICT HEADQUARTERS |
| | DIVIDED HIGHWAY WITH FRONTAGE ROADS | | DOT FACILITY - MAIN HEADQUARTERS |
| | MULTI-LANE UNDIVIDED HIGHWAY | | DOT FACILITY - MAINTENANCE UNIT |
| | MULTI-LANE DIVIDED HIGHWAY | | DOT FACILITY - PROJECT ENGINEER OFFICE |
| | PAVED ROAD | | DOT FACILITY - STORAGE SITE |
| | BITUMINOUS ROAD | | DOT FACILITY - SUB-DISTRICT HEADQUARTERS |
| | GRAVEL ROAD | | FAIRGROUND OR RACETRACK |
| | PUBLIC ROAD | | FERRY BOAT TERMINAL BUILDING |
| | PROPOSED HIGHWAY | | FIRE STATION |
| | HIGHWAY BRIDGE (MORE THAN 20' SPAN) | | FISH HATCHERY |
| | HIGHWAY BRIDGES CLOSELY SPACED | | GARBAGE DUMP |
| | HIGHWAY DRAWBRIDGE | | GOLF COURSE |
| | HIGHWAY TUNNEL | | GRAIN ELEVATOR |
| | OVERHEAD STRUCTURE | | GRAVEL, SAND, CLAY OR DIRT PIT |
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| | STATE BOUNDARY | | HELIPAD |
| | PARISH BOUNDARY | | HOSPITAL |
| | UNINCORPORATED AREA BOUNDARY | | INDUSTRIAL FACILITY |
| | TOWNSHIP/RANGE LINE | | LANDING STRIP |
| | SECTION LINE | | LATITUDE/LONGITUDE |
| | MATCH LINE | | LIGHTHOUSE |
| | RAILROAD | | LOCAL HISTORIC SITE |
| | RAILROAD STATION (HISTORICAL) | | MILITARY AIRFIELD |
| | RIVER, LAKE, RESERVOIR, OR POND | | MILITARY FACILITY |
| | INTERMITTENT STREAM | | MUNICIPAL BUILDING |
| | STREAM | | MUSEUM - NON-STATE OWNED |
| | CANAL | | MUSEUM - STATE OWNED |
| | HEAD OF NAVIGATION | | NASA FACILITY |
| | NAVIGABLE WATERWAY | | NATIONAL PARK |
| | OPERATED SHIP AND BARGE LINES | | NATIONAL HISTORIC PARK AND PRESERVE |
| | DAM ON WATERWAY | | NURSING HOME |
| | LOCK ON WATERWAY | | OBSERVATION TOWER |
| | LOCK AND DAM ON WATERWAY | | PARISH HEALTH UNIT |
| | CONTROL STRUCTURE ON WATERWAY | | PARK |
| | DOCK, PIER, OR LANDING ON WATERWAY | | POLICE STATION |
| | LEVEE OR DIKE | | PORT - DEEP DRAFT |
| | NATIONAL FOREST | | PORT - EMERGING |
| | WILDLIFE AREAS | | PORT - SHALLOW DRAFT |
| | CITY LIMITS | | POST OFFICE |
| | STATE CAPITOL | | POWER PLANT |
| | PARISH SEAT | | PUBLIC BEACH |
| | CITY, TOWN, VILLAGE, OR COMMUNITY | | PUBLIC BOAT LAUNCH |
| | AIRPORT - LIMITED FACILITY | | PUBLIC FERRY DOCK |
| | AIRPORT - MAJOR FACILITY | | PUBLIC LIBRARY |
| | AIRWAY LIGHT BEACON | | PUBLIC RECREATION AREA |
| | AMTRAK TERMINAL | | RAILROAD FREIGHT FACILITY |
| | AMUSEMENT FACILITY | | RANGER STATION |
| | ANIMAL SHELTER | | RESEARCH STATION |
| | ANTEBELLUM HOME | | INTERSTATE REST AREA |
| | ARMORY OR NATIONAL GUARD UNIT | | RODEO FACILITY |
| | ASTRONOMICAL OBSERVATORY | | SCENIC SITE |
| | AUTO SALVAGE YARD | | SCHOOL OR UNIVERSITY |
| | BALLFIELD | | SCRAP YARD |
| | BUS TERMINAL | | SEAPLANE FACILITY |
| | CAMP SPONSORED BY AN ORGANIZATION | | SEWAGE TREATMENT FACILITY |
| | CEMETERY | | STATE HISTORIC SITE |
| | CHURCH | | STATE PARK |
| | CHURCH AND SCHOOL | | STATE PRESERVATION AREA |
| | CHURCH W/ CEMETERY ADJACENT | | STATE WELCOME CENTER |
| | COAST GUARD STATION | | TOURIST INFORMATION CENTER |
| | COMMUNICATIONS TOWER | | WATER SUPPLY SYSTEM |
| | COMMUNITY HALL | | WAYSIDE PARK |
| | | | WEIGH STATION |



EMERGENCY RELIEF FUNDING ROADWAY SYMBOLOGY

- FHWA ELIGIBLE STATE ROUTES
- FEMA ELIGIBLE STATE ROUTES
- FHWA ELIGIBLE LOCAL STREETS
- FEMA ELIGIBLE LOCAL STREETS



MAP UPDATED MARCH 2016

ST. TAMMANY PARISH WEST SECTION LOUISIANA

CENSUS 2010 POPULATION 233,740
 PREPARED BY THE
 DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
 OFFICE OF MULTIMODAL PLANNING
 IN COOPERATION WITH THE
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION

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ATTACHMENT "M"

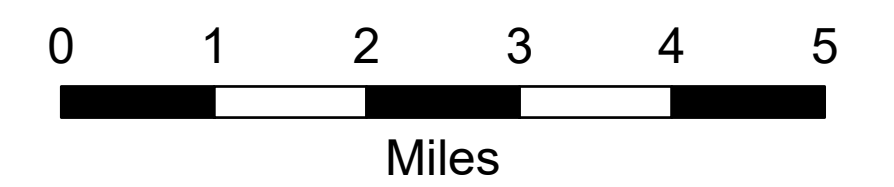
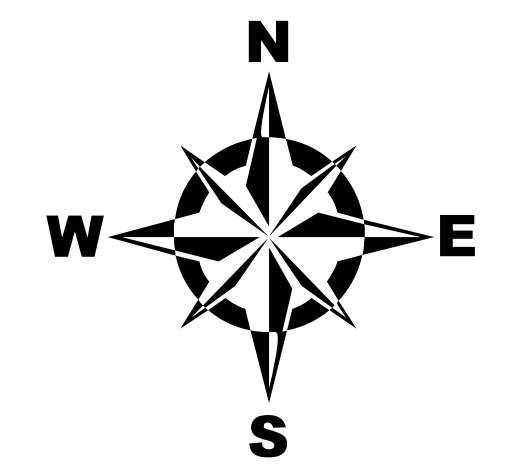
ATTACHMENT "M"

St. Tammany Parish Waterways



St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

-  Waterways
-  Water Bodies
-  Interstate
-  US
-  State
-  Causeway
-  Roads



MapID: 2022-aps-006
Map Date: 03/10/2022

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