



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# 22-7-3 – Covington Square No.2704 Revitalization 2022

This RFP is available online at: 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 the LaPAC 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.

Responses will be received by the Department of Procurement, until **2:00 p.m. CST Tuesday, May 24, 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.

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.

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

Covington Square No.2704 Revitalization 2022



RFP Number: 22-7-3

Proposal Opening Date: 5/24/2022

Proposal Opening Time: 2:00PM

Engineers Estimate: N/A

April 11, 2022

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Attachment “A” – Pricing Sheet; Project Specifications; Survey;

Attachment “B” – Sample Contract - OMITTED

Attachment “C” – Acknowledgment and Waiver

Attachment “D” – Insurance Requirements

Attachment “E” – Hold Harmless Agreement - OMITTED

Attachment “F” – Affidavits

Attachment “G” - Sample Scoring Matrix

REQUEST FOR PROPOSAL FOR

Covington Square No.2704 Revitalization

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 a Covington Square No. 2704 Revitalization to develop one Covington City block that will benefit the community.

St. Tammany Parish Government (“Parish”) is seeking lease proposals (“Proposals”) from agencies (“Agencies”) for the opportunity to lease and develop Parish-owned property. The property is an entire Covington City block bounded by N. Jackson Street, W. 28th Avenue, N. Van Buren Street, and W. 27th Avenue. Otherwise known as Square No. 2704 Division of Covington, lots 1 -10. Due to the proximal location to Rev. Peter Atkins Park, a vibrant anchor of the community, the Parish considers this property (“Site”) an important location that offers a unique opportunity to serve the Covington community.

The vision for the Site’s use is still emerging and the Parish will look at proposals and prioritize them according to community need, access to services for unserved or underserved individuals, compatibility with surrounding properties, and improvements to the drainage system. The Site plan shall include drainage features to improve stormwater management for the area.

The intended outcome of this Request for Proposal process is the development of a lease agreement that will establish terms and conditions, and further define scope, design, overall use and development of the Site upon which the selected Agency can lease and develop the preferred project on the Site. 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	April 20, 2022	8:00 AM
2. Pre-Proposal Conference (if required):*	N/A	
3. Deadline to receive written inquiries	May 13, 2022	2:00 PM
4. Deadline to answer written inquiries	May 19, 2022	2:00 PM
5. Proposal Opening Date (deadline for submitting proposals)	May 24, 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: LaPAC – Louisiana Procurement and Contract

Network:<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=1>

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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 the LaPAC 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: Covington Square No. 2704 Revitalization**
- X **RFP #: 22-7-3**
- X **Proposal Opening Date: May 24, 2022**

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

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

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

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

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

1.5 Proposal Response Format

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

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

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

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

The cover letter should also:

1. Identify the submitting Proposer and provide its federal tax identification number;
2. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and
3. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.

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

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

1. Name of the client;
2. Year of the assignment and length of time to complete the project;
3. Nature of the services rendered; and
4. Professionals assigned to the project who are also proposed to serve on this assignment.

- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal: Proposer's fees and other costs, if any, shall be submitted on Attachment "A".** Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish.
- H. **References:** Proposer should provide names, addresses, telephone numbers and contact persons for five (5) other public jurisdictions for which comparable services have recently been rendered, including a description of the services provided.
- I. **Customer Service:** Each Proposer should submit a provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- J. **Resumes:** Each Proposer should submit resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this Project, including those of subcontractors, if any.
- K. **Additional Information:** Each Proposer should submit any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.
- L. **Acknowledgment and Waiver:** Proposer shall execute and have notarized an Acknowledgment and Waiver (Attachment "C" hereto).
- M. **Multiple Copies of Response:** Each Proposer shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 5.2), **one (1) electronic copy via USB or CD**

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Parish is seeking development plans for Covington Square No. 2704 which is currently a vacant city block. The Parish desires a use that will first and foremost benefit the community and be compatible with the current neighborhood. Please see Attachment A for the survey for the land, specific questions the proposal shall address, and a more detailed guidance on the project.

2.2 Period of Agreement

The term of the lease that will result from the selected development plan will be agreed upon by both parities. Based on the level of financial investment in the site, the term will be long-term with options for renewals. For example, a 39 year lease with three 20 year renewal options.

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

Prices proposed by the Proposers shall be firm for the term of the contract.

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.

2.5 Location

The location(s) the work/delivery/service is to be performed, completed and managed is/are at Covington Square No. 2704, entire block bounded by N. Jackson Street, W. 28th Avenue, N. Van Buren Street, and W. 27th Avenue (location(s)).

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	15
Understanding of the Project	10
Approach to the Project	10
Ability to perform within the stated timeframe	20
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the Project	20
Overall costs and fees to be charged	10

Proposal quality and references	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

Omitted as not applicable to this RFP

4.2 Performance Measurement/Evaluation

Omitted as not applicable 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 shall be prepared providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. 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

Omitted as not applicable to this RFP

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 on LaPAC (Louisiana Procurement and Contract Network) <https://wwwcfprd.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 the LaPAC 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.

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

Omitted as not applicable to this RFP

5.6 Performance Bond

Omitted as not applicable to this RFP

5.7 Changes, Addenda, Withdrawals

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

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

5.8 Withdrawal of Proposal

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

5.9 Material in the RFP

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

5.10 Waiver of Administrative Informalities

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

5.11 Proposal Rejection

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

5.12 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the Parish. Selection or rejection of a response does not affect this right. All proposals submitted

will be retained by the Parish and not returned to Proposers. Any copyrighted materials in the response are not transferred to the Parish.

5.13 Cost of Offer Preparation

The Parish is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Parish.

5.14 Non-negotiable Contract Terms

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

5.15 Taxes

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

5.16 Proposal Validity

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

5.17 Prime Contractor Responsibilities

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

5.18 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements.

Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the Parish urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the Parish.

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

5.19 Written or Oral Discussions/Presentations

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

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

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

5.20 Acceptance of Proposal Content

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

5.21 Evaluation and Selection

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

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

Results of the evaluations will be provided by the Evaluation Committee to the Procurement Director. Written recommendation for award shall be made for the Proposer whose proposal,

conforming to the RFP, will be the most advantageous to the Parish, price and other factors considered.

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

5.22 Contract Negotiations

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

5.23 Contract Award and Execution

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

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

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

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **ten (10) 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

This RFP will select a development plan thus will include compensation by either parties. Once an Agency is selected the Parish and Agency will negotiation a lease agreement that will establish futher obligations of the parties.

5.30.1 Payment for Services

Omitted as not applicable to this RFP

5.31 Termination

5.31.1 Termination of the Contract for Cause

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

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

5.31.2 Termination of the Contract for Convenience

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

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

5.31.3 Termination for Non-Appropriation of Funds

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

5.32 Assignment

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

to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

5.33 No Guarantee of Quantities

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

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

5.34 Audit of Records

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

5.35 Civil Rights Compliance

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

5.36 Record Retention

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

5.37 Record Ownership

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

5.38 Content of Contract/ Order of Precedence

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

5.39 Contract Changes

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

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

5.40 Substitution of Personnel

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

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

5.41 Governing Law

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

5.42 Anti-Kickback Clause

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

5.43 Clean Air Act

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

5.44 Energy Policy and Conservation Act

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

5.45 Clean Water Act

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

5.46 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

Attachment A

Proposal Pricing Sheet

RFP #22-7-3

Covington Square No. 2704 Revitalization

Contractor agrees to abide by all St. Tammany Parish Government (Parish) General Conditions (furnished upon request), and acknowledges receipt of and has reviewed a copy of the Parish's Insurance Requirements (as attached) and agrees to maintain such insurance coverage(s) throughout the duration of the project, as well as for any subsequent warranty periods. If awarded the project, Contractor agrees that no work is to commence under any circumstance until the Contractor is provided a notice to proceed by the Parish.

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:

ADDENDA: _____

Contractor: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Total quote amount (Dollars): \$ _____

Total quote amount (Written): _____

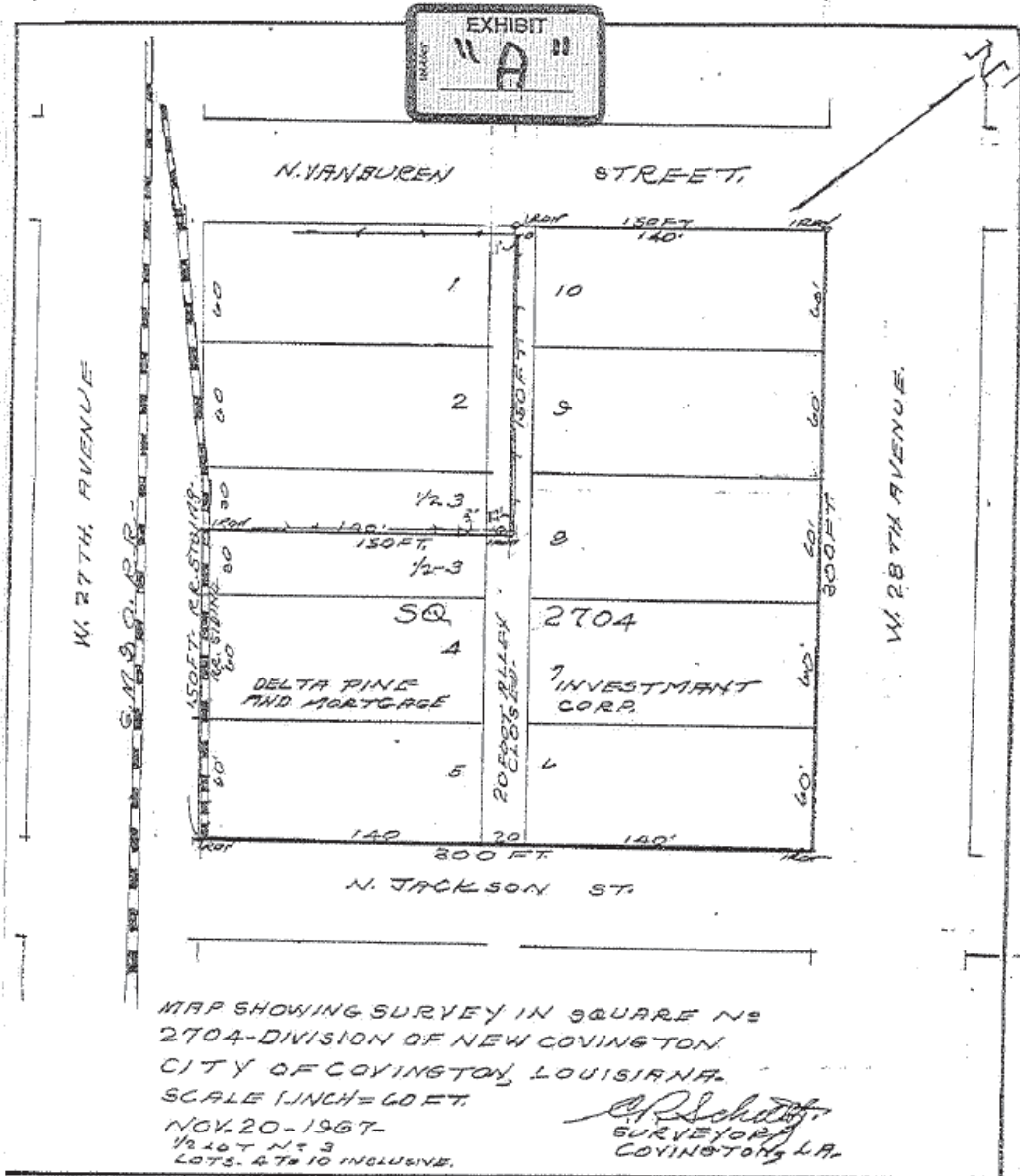
Contractor Signature: _____ Date: _____

Contractor Printed Name: _____

ATTACHMENT "A"

Covington Square No. 2704 Revitalization Request for Proposals

Given To Frank Fiteck for Approval
2-3-69



ATTACHMENT “A”

Covington Square No. 2704 Revitalization Request for Proposals

Proposal Questions

To evaluate the alternatives and select the appropriate Agency, the Parish is requesting development proposals that will help the Parish finalize its vision and move forward with a lease agreement. Proposals must respond to the following items:

1. Description of the Agency’s proposed project:
 - a. Square feet of building space, parking spaces, and site features
 - b. Type of use(s) please include target audience, description of use (if temporary housing please define the program to include length of stay, client needs, etc.), expected amount of use (daytime, nights, after-school and holidays, etc.), and expected amount of staff and clients
 - c. Conceptual design
2. Description of the drainage improvements
 - a. Include of blue-green features will be included
3. Description of the Agency’s experience in the community, specifically in St. Tammany Parish and/or the City of Covington, and/or an examples of projects in other communities
 - a. Description of Agency
 - b. History of Agency
 - c. Governance Structure
 - d. Funding source(s)
 - e. Completed project(s)/initiatives (including description, outcome, number of participants)
4. Explanation of the role of the Agency will play in the project and a list of partners and their roles (if any).
5. The proposed general timeframe for the development of the Agency’s proposed project. If multiple components or phased are planned, include a list of all.
6. Description of the benefit(s) your project brings to the City and community.

ATTACHMENT “A”

Covington Square No. 2704 Revitalization Request for Proposals

Standard Conditions of Approval

During the RFP period, Agencies and their employees, agents or representatives, shall have the right of reasonable access to the Site during normal business hours for the purpose of inspecting the Site, and otherwise conduct due diligence to ensure that the property is suitable for the Agency’s intended use. Notwithstanding anything else in this Request for Proposals, Agencies shall defend, indemnify, and hold the Parish, its employees, officers and agents, harmless from any injury, property damage or liability arising out of the exercise by Agency this right of access, other than injury, property damage or liability relating to the gross negligence or willful misconduct of the Parish or its officers, agents or employees.

Agency’s Responsibilities

The Agency may be asked to provide financial information and/or make a presentation as part of the selection process.

Following the Agency selection and execution of a Memorandum of Understanding, the Agency shall proceed with detailed due diligence, pre-development, and other activities while working with the Parish to negotiate a Lease Agreement which will include a rental rate and terms and conditions.

The Parish anticipates that the general scope of the Agency’s responsibilities will include, but not limited to:

ENTITLEMENTS

The Agency shall be responsible for all aspects of the Project including pre-development planning, environmental review and design. The selected Agency shall be responsible, at its sole expense, for obtaining all land use entitlements and other government approvals required for its proposed Projects.

PREDEVELOPMENT COSTS

The selected Agency shall bear all predevelopment costs relating to this project. All fees or expenses of engineers, architects, financial consultants, attorneys, planning or other consultants or contractors retained by Agency of any study, analysis, evaluation, report, schedule, estimate, environmental review, surveys, planning and/or design activities, drawings, specifications or other activity or matter relating to the Project shall be the sole responsibility of and undertaken at the sole cost and expense of Agency and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of, or in reliance upon the Parish.

Since the Parish will retain ownership of the Site the selected agency will provide copies of any and all study, analysis, evaluation, report, schedule, estimate, environmental review, surveys, planning and/or design activities, drawings, specifications or other activity or matter relating to the Project. The Agency shall adhere to all governmental entities regulations. The Site is located within Covington City Limits and, the City of Covington has authority over the property’s zoning, permitting, and all other aspects of development.

FINANCING

The Agency shall be responsible for providing funding for the Project. The Agency will not be able to leverage or use the Site in financing the project due to the Parish owning the Site. Financial risk shall not be imposed upon or borne by the Parish.

CONSTRUCTION

The Agency shall be responsible for demolition, construction and commission of the Project including obtaining all permits, fees, and approvals necessary for construction of the Project.

ATTACHMENT “B”

Omitted

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

Project name: **Covington Square No. 2704 Revitalization 2022**

Project Number: **2022-CAO -P-6201**

Insurance not required at this time due to this RFP being a solicitation for a lessee to submit development proposals only.

Insurance requirements will be set once an organization is selected and specific use and type of organization is known.

ATTACHMENT “E”

Omitted

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
Sample Scoring Matrix
RFP # 22-7-3
Covington Square No. 2704 Revitalization

 Vendor/Business Name

 Evaluator's Name

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Compliance with the RFP	15pts		
Understanding of the Project	10pts		
Approach to the Project	10pts		
Ability to perform within the stated timeframe	20pts		
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the projects	20pts		
Overall costs and fees to be charged	10pts		
Proposal quality and references	15pts		
Vendor Total	100pts		

Signature of Evaluator: _____

Date: _____