



## 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# 24-18-3 – Emergency Sewer Vacuum and Transport**

This RFP is available online at: 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 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 2:00pm CST Tuesday, January 14, 2025**. 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**

### **Emergency Sewer Vacuum and Transport**



**RFP Number: 24-18-3**

**Proposal Opening Date: January 14, 2025**

**Proposal Opening Time: 2:00pm**

**November 4, 2024**

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Attachment "B" – Sample Contract

Attachment "C" – Acknowledgment and Waiver

Attachment "D" – Insurance Requirements

Attachment "E" – Affidavits

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# REQUEST FOR PROPOSAL FOR

## Emergency Sewer Vacuum and Transport

### **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 prepositioned disaster related to emergency sewer pumping, vacuuming, and transportation in the event of a natural or manmade disaster. 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. Provider – 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 Provider 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	December 11, 2024	8:00AM
2. Pre-Proposal Conference (if required):*	N/A	
3. Deadline to receive written inquiries	January 3, 2025	2:00PM
4. Deadline to answer written inquiries	January 9, 2025	2:00PM
5. Proposal Opening Date (deadline for submitting proposals)	January 14, 2025	2:00PM
6. Oral discussions with proposers, if applicable		<i>TBD</i>
7. Notice of Intent to Award to be mailed		<i>TBD</i>
8. Contract Initiation		<i>TBD</i>

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

### 1.4 Proposal Submittal

This RFP is available online at: 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](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: Emergency Sewer Vacuum and Transport**
- X **RFP #: 24-18-3**
- X **Proposal Opening Date: January 14, 2025**

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.

If the Proposer **has not** done business with the Parish, the Proposer should submit a **W-9** with their response.

### **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 subProviders, 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 and **one (1) electronic copy via USB or CD.**

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

St. Tammany Parish Government (STPG), the Department of Utilities (DU) is seeking a provider to provide emergency sewer pumping, vacuuming, and transportation in the event of a natural, manmade disaster; resulting in consequential major power outages, or occurrences that would be deemed as an emergency by DU.

#### **Emergency Sewer Vacuum and Transport:**

The Parish, AT IT'S SOLE DISCRETION, shall determine if the RFP contract will be activated depending on an emergency event that would directly impact St. Tammany Parish.

DU owns and operates over 260 lift stations throughout St. Tammany Parish.

If an event occurs where the Parish experiences a natural or manmade disaster resulting in widespread power outages, in most areas, the sewer lift stations will become temporarily inoperable. Those lift stations that are determined to be inoperable will be evacuated by pumping/vacuuming the sanitary sewer wastewater and that wastewater transported to the closest downstream operable lift station. If there is no operable downstream lift station, or it is not feasible to do so, trucks will be directed to transport the wastewater to the wastewater treatment facility owned and operated by the Parish. DU will direct the driver during these emergencies.

The Provider shall obtain all permits, insurance, bonding and licensing necessary to complete the work. All work must be performed in compliance with The Parish's requirements and regulations regarding this category of operation including, but not limited to noise, nuisance, traffic controls, etc.

The Provider shall be paid for sanitary sewer removed and disposed of at the unit prices listed in the rate schedule. The volume (in gallons) of sanitary sewer removed under this contract must be certified and signed off on by the Parish or the Parish's Designated Agent (PDA). Mobilization, insurance, labor, equipment and bonding shall be included in the unit prices.

All payments under the contract resulting from this RFP shall be made only for services requested and approved by the Parish. No work effort will begin without written authorization (Notice to Proceed) from the Parish

Payment to Provider shall be made on at least a monthly basis. Invoice shall include supporting documentation as detailed in this RFP.

#### **A. Mobilization and Project Initiation**

1. Upon receipt of Notice to Proceed from the Parish, the provider shall arrange for pickup of actual Work Directive and locations of inoperable sanitary sewer lift stations from the Parish. Within 24 hours of receipt of initial notice to proceed, the provider and equipment shall be dispatched to the designated staging site and all work needed to relieve the wastewater from the collection system shall begin immediately.
2. Sanitary sewer vacuuming/pumping and transporting operations shall NOT begin without a PDA present. The provider must continue work for 24 hours per day, 7 days per week until all sanitary sewer lift stations are operable and services of sewer pumping/ vacuuming and transporting are no longer needed by the Parish.
3. Load and discharge locations will be determined based on system loading and status of power supply. The load locations may change sporadically based on system response to infiltration and loading to the system.
4. The provider shall notify the Parish by 12:00, noon each day of the number of crews that will be working the following day for the purpose of scheduling P D A .
5. The provider shall provide all equipment, labor, and material for work as specified under this contract. The provider shall provide sufficient management, administration, supervision, safety and

quality controls to assure the safety, quality, completeness and timely progress of the work.

6. The provider 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.
7. The provider shall not move from one designated work area to another designated work area without prior approval issuance and receipt of approval from the PDA.

### **B. Traffic Safety**

The Provider is responsible for ensuring traffic safety in all work areas in accordance with the most stringent local, state and federal rules and regulations. Certified flaggers, spotters, temporary signage, or other approved means shall be provided by the provider as needed to comply with the above requirement.

### **C. Load Certification**

8. Manifests shall be completed for tracking and billing purposes for sanitary sewer that is vacuumed/ pumped out of the inoperable sewer collection system and transported to the downstream operable sewer lift station or sewer treatment facility. Load manifests shall document the volume of sanitary sewer (in gallons) vacuumed/ pumped and transported, and shall be provided signed by the Parish's PDA, truck driver and the Provider's manager on site at the time the sewer is offloaded. The load tickets will be sequentially ordered by date and time. Each load ticket shall contain the following information and shall be supplied by the Provider:
  - a. Date / time of the offload
  - b. Truck driver name
  - c. Unique truck/ tank number
  - d. Capacity of truck (in gallons)
  - e. Load site(s)
  - f. Dump site
  - g. Truck driver signature
  - h. Provider manager signature
  - i. The Parish's PDA signature
9. All load manifests shall be submitted with the Provider's invoice as backup documentation.

#### **D. Environmental Protection**

- a. 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 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 Provider and its sub providers shall incorporate appropriate measures to manage environmental pollution arising from the sanitary removal and transport activities in performance of this contract. All trucks transporting sanitary sewer shall be enclosed and sealed.
- b. At any point during vacuuming, hauling and dumping of sanitary sewer, the Provider shall follow all local, state and federal laws, rules and regulations. If any solid or liquid material resulting from the vacuuming, hauling and dumping of sanitary sewage is spilled at any time during these activities, the provider shall notify the Parish, and the spill must be remediated by the Provider immediately before progression of any further work.

#### **E. Equipment**

- c. All trucks and other equipment shall be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul sanitary sewer shall be capable of vacuuming and dumping its load without the assistance of other equipment. All trailers shall have a metal-framed exterior. All equipment used to haul sanitary sewer shall be equipped to effectively contain the sanitary sewer during transport and permit the truck to be filled to capacity. All hauling equipment shall be measured, marked and certified for its load capacity by the Provider.
- d. Trucks designated for use under this contract shall be equipped with two (2) placards, one (1) attached to each side. Magnetic placards are not permissible. Placards must be a minimum of 12" x 24". The Provider shall provide these placards at no additional cost to the Parish. Each truck or trailer shall be certified after being inspected and measured and shall contain a placard that will be numbered and clearly display the load capacity for identification with a permanent marking. No capacity can exceed 100% of the certified measured volume. The Provider shall provide truck certification sheets.

- e. Equipment and trucks designated for use under this contract shall not be used for any other work during the working hours of this contract. The Provider 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 Provider mix liquid hauled for others with liquid hauled under this contract.
- f. Each truck and/or trailer shall contain a volume indicator.
- g. All vacuum trucks will be capable of evacuating the trucks with on-board pumps.
- h. The Provider shall be required to supply all piping required to dispose of the sewage. Up to one hundred (100) feet of piping may be necessary to reach from the pump on the truck to the designated suction and disposal points.

**F. Other Considerations**

- a. The Provider shall take necessary precautions to ensure that street signs are not moved or damaged. The Provider may move signs temporarily for protection if they are in danger of being damaged during wastewater removal. The Provider shall return signs to pre-existing location and condition upon completion.
- b. The Provider will comply with the safety requirements contained in EM385-1-1, latest edition, Safety and Health Requirements Manual, OSHA, EPA, and other State and Federal 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.
- c. Compliance with the provisions of this contract by sub providers will be the responsibility of the Provider.
- d. The Provider shall secure the area to provide a safe work site. The Provider shall exercise due care to minimize any damage to trees, shrubs, landscaping and general property. The Provider shall repair any damage caused by the Provider's equipment in a timely manner. Any damage to private property shall be repaired at the Provider's expense. The suction and disposal work areas shall be left clean and clear of debris as reasonably and practical as possible under the conditions of this contract.
- e. The Provider shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas. The Provider shall repair any damage caused by the Provider's equipment in a timely

manner at no expense to the Parish.

- f. Before beginning any work at an individual site, the Provider shall visually survey the site to identify any problem areas. The Provider shall protect all fire hydrants and all utilities during work operations. Any damaged items shall be repaired or replaced as a non-reimbursable expense.
- g. The Provider shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and Federal Government or agencies, or of any public utilities.

**The Provider must also provide the following with the RFP response:**

- 1. Provide a price proposal sheet (Attachment A) for required services:
- 2. Proof that the Provider is authorized by the appropriate regulatory agency to transport sewage waste.
- 3. Provide an inventory of the equipment (vacuum trucks, including size, pressure washers etc) that will be used to provide this service.

Provider is required to comply and assures compliance with the Federal provisions contained in Attachment "I".

This project is federally grant funded and therefore requires the Proposer to have a Unique Entity Identification number (UEI). The Proposer should submit with their response their UEI number. If the Proposer does not have a UEI already, then they must register at the below link before an award can be made.

<https://sam.gov/content/entity-registration>

The time period for this contract will be from the NTP through December 31st, 2025, with an option of two (2) one (1) year renewals.

## **2.2 Period of Agreement**

*\*\*[Note: This section shall be included and should include information defining expected start date and time frames within which the work must be completed. Indicate if this is a one year, or a one year with options to renew, or a multi-year agreement. The standard renewal clause may be included if applicable. Renewal clause shall state that renewal is at the Parish's option and upon acceptance of the Provider.]\*\**

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 various location(s) listed in Attachment A.

## **PART III: EVALUATION**

The Proposer must clearly designate that they meet each category of the scoring criteria stated below. The Proposer must briefly describe how their company satisfies the requirement and where in their response supports that requirement. Failure to comply with this requirement may negatively affect the overall score. Please refer to Attachment F.

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

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Compliance with the RFP	15
Understanding of the Project	10
Approach to the Project	15
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
Certified Veterans Initiative small entrepreneurship or certified Hudson Initiative small entrepreneurship	10
<b>Total</b>	<b>100</b>

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: [procurement@stpgov.org](mailto:procurement@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.

### **5.3.3 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative is prohibited from communicating with any Parish employee or Provider of the Parish involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Parish employees, but also to any Provider of the Parish. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 5.3.2 of this RFP. All communications to and from potential Proposers, Bidders, vendors and/or its representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the Contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Provider, the Parish and the incumbent Provider may contact each other with respect to the existing contract only. Under no circumstances may the Parish and the incumbent Provider and/or its representative(s)

discuss the blacked-out procurement.

Any Bidder, Proposer, or Parish Provider who violates the Blackout Period may be liable to the Parish in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. Duly noticed site visits and/or conferences for Bidders or Proposers;
2. Oral presentations during the evaluation process; or
3. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the 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 Performance Bond**

Omitted as not applicable to this RFP

#### **5.6 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.

## **5.7 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.

## **5.8 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.

## **5.9 Waiver of Administrative Informalities**

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

## **5.10 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.

## **5.11 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.

## **5.12 Cost of Offer Preparation**

The Parish is not liable for any costs incurred by prospective Proposers or Providers 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.

## **5.13 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.

#### **5.14 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.

#### **5.15 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.

#### **5.16 Prime Provider 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.

#### **5.17 Use of SubProviders**

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

If it becomes necessary for the prime Provider to use subProviders, the Parish urges the prime Provider 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 subProvider used by the prime should be identified to the Parish.

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

#### **5.18 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.

### **5.19 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

### **5.20 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.

### **5.21 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.

## **5.22 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 Provider 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.

In accordance with Louisiana Law, all corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.

## **5.23 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.

## **5.24 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.

## **5.25 Insurance Requirements**

The Provider 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. Provider 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.

## **5.26 SubProvider Insurance**

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

## **5.27 Indemnification and Limitation of Liability**

### **5.27.1 Duty to Defend**

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Provider shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Provider, but this assistance shall not affect the Provider's obligations, duties, and responsibilities under this section. Provider shall obtain the Parish's written consent before entering into any settlement or dismissal.

### **5.27.2 Provider Liability**

Provider shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Provider, its owners, agents, employees, partners or subProviders.

### **5.27.3 Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP),



business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

#### **5.27.4 Indemnification**

Provider shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Provider, its owners, agents, employees, partners or subProviders. The Provider shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

#### **5.27.5 Intellectual Property Indemnification**

Provider shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Provider, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Provider believes that it may be enjoined, Provider, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Provider remains in default.

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

#### **5.28 Fidelity Bond Requirements**

*Omitted as not applicable to this RFP*

## **5.29 Payment**

*Note: This section shall be included in all RFPs but may be altered or revised appropriate to the proposal. The following is an example of possible wording to describe payment..i.e. who to bill, how to bill, information required on invoice, etc.*

### **5.29.1 Payment for Services**

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

## **5.30 Termination**

### **5.30.1 Termination of the Contract for Cause**

The Parish may terminate the contract for cause based upon the failure of the Provider 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 Provider written notice specifying the Provider's failure. If within thirty (30) days after receipt of such notice, the Provider 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 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 the 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.

### **5.30.2 Termination of the Contract for Convenience**

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

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

### **5.30.3 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.

#### **5.30.4 Default of Provider**

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the Provider to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the Provider with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting Provider will be considered.

#### **5.31 Assignment**

The Provider 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 Provider 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.

#### **5.32 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.

#### **5.33 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.

#### **5.34 Civil Rights Compliance**

The Provider 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 Provider agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Provider 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 Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **5.35 Record Retention**

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

### **5.36 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP 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 the Parish, at Provider's expense, at termination or expiration of the contract.

### **5.37 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Provider'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 Provider's Proposal.

### **5.38 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 Provider change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **5.39 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 Provider or subProvider 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 Provider that every reasonable attempt shall be made to assign the personnel listed in the Provider's proposal.

#### **5.40 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 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany, State of Louisiana.

#### **5.41 Anti-Kickback Clause**

The Provider hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Provider 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.

#### **5.42 Clean Air Act**

The Provider 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.

#### **5.43 Energy Policy and Conservation Act**

The Provider 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).

#### **5.44 Clean Water Act**

The Provider 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.

#### **5.45 Anti-Lobbying and Debarment Act**

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

## 5.46 Veteran Initiative and Hudson Initiative Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subProvider(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Provider will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subProvider or distributor participation and the dollar amount of each.

In RFP/RFQ's requiring the compliance of a good faith subcontracting plan, the Parish may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subProviders at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subProvider in which the certified LaVet or Hudson Initiative subProvider promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the Parish reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subProvider(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the Louisiana Department of Economic Development (LED), or the St. Tammany Parish Department of Procurement may audit Provider to determine whether Provider has complied in good faith with its subcontracting plan. The Provider must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by LED, or the Parish Procurement Director that the Provider did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_req](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req)

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

Ten percent (10%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subProviders. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

#### **Proposer Status and Allotment of Reserved Points**

- I. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- II. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- III. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subProviders, multiplied by the appropriate number of evaluation points.
- IV. The total number of points awarded pursuant to this Section shall not exceed ten percent (10%) of the total number of evaluation points in this RFP.

Attachment A

**Proposal Pricing Sheet**

**RFP 24-18-3**

**Emergency Sewer Vacuum and Transport**

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 Per Gallon of Septage Vacuumed & Transported (Dollars):** \$ \_\_\_\_\_

**Total Per Gallon of Septage Vacuumed & Transported (Written):** \$ \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Printed Name: \_\_\_\_\_



## Attachment A - Project Locations

Number	Lift Station	City	Latitude	Longitude
1	Red Oaks	Mandeville	30.3630981	-90.05667218
2	Woodcrest	Mandeville	30.3659904	-90.06251413
3	Parc du Lac	Mandeville	30.37797285	-90.07907411
4	Fern Dead	Mandeville	30.38066707	-90.08304796
5	Fern Live	Mandeville	30.38358985	-90.08379166
6	Luxury Apartments	Mandeville	30.40105059	-90.11342911
7	Parkview	Mandeville	30.40105447	-90.11326728
8	Bon Temps	Mandeville	30.40510163	-90.12644682
9	Gas Lights	Mandeville	30.39955984	-90.11263385
10	Scotch Pine 1	Mandeville	30.40107963	-90.12861087
11	Scotch Pine 2	Mandeville	30.39729876	-90.12770701
12	Evergreen	Mandeville	30.39944316	-90.12542401
13	Bigner	Mandeville	30.40561151	-90.12932189
14	Wedgewood	Mandeville	30.40906467	-90.13020131
15	Penn Chapel	Mandeville	30.4067681	-90.1341375
16	Indian Point	Madisonville	30.41076795	-90.13696154
17	Audubon Lane	Madisonville	30.41443346	-90.13769697
18	Del Oaks 1	Madisonville	30.41362239	-90.13464622
19	Del Oaks Main	Madisonville	30.41568909	-90.13527558
20	River Walk	Madisonville	30.40449124	-90.15256106
21	Chapel Creek	Mandeville	30.40743787	-90.13195643
22	Tchefuncte Condos	Madisonville	30.40505664	-90.14758799
23	Fairview Oaks	Madisonville	30.40604919	-90.1424276
24	Claibourne Oaks	Madisonville	30.41986273	-90.18765619
25	Black River 1	Madisonville	30.42498851	-90.18325758
26	Black River 2	Madisonville	30.43015563	-90.18696297
27	Black River 3	Madisonville	30.43326095	-90.18184971
28	Black River Main (New Black River)	Madisonville	30.42393473	-90.18798588
29	Fleur de Lorraine	Madisonville	30.42422387	-90.18851693
30	Black River Forest	Madisonville	30.4274834	-90.18879691
31	Autumn Creek	Madisonville	30.43106649	-90.19630738
32	Timberlane	Madisonville	30.43379714	-90.22366413
33	Indian Trace	Madisonville	30.43320055	-90.23299498
34	Sierra Ridge	Madisonville	30.42282524	-90.18901538
35	Tchefuncte Parc	Madisonville	30.44368524	-90.18459105
36	Les Bois	Madisonville	30.43924825	-90.17929822
37	Faubourg 1	Madisonville	30.44296284	-90.17139549
38	Faubourg 2	Madisonville	30.44238148	-90.17140794
39	Heritage Oaks	Covington	30.4469983	-90.16995658
40	Tammany West	Covington	30.45440712	-90.17122272
41	Seymour Meyers	Covington	30.45558871	-90.17944518
42	Madison Farms 1	Madisonville	30.44938999	-90.18025625
43	Madison Farms 2	Madisonville	30.45630957	-90.18109084

<b>Number</b>	<b>Lift Station</b>	<b>City</b>	<b>Latitude</b>	<b>Longitude</b>
44	Madison Marketplace	Madisonville	30.45213648	-90.17617369
45	Myrtle Grove 1	Madisonville	30.44194171	-90.17172901
46	Myrtle Grove 2	Madisonville	30.43992621	-90.17559381
47	Madisonville School 1	Madisonville	30.43416393	-90.16730448
48	Madisonville School 2	Madisonville	30.43501181	-90.16905187
48	Madisonville School 2	Madisonville	30.43501181	-90.16905187
49	Stonebridge	Madisonville	30.43396632	-90.16877766
50	Madison Villas	Madisonville	30.43040877	-90.16546115
51	Madisonville Woods	Madisonville	30.42212964	-90.16515465
52	Tchefuncte Trace	Covington	30.44189392	-90.15589358
53	Tchefuncte South	Covington	30.43725765	-90.1591837
54	South Down 1	Covington	30.43758654	-90.15225707
55	South Down 2	Covington	30.43639547	-90.15462038
56	Arbor Walk Business	Madisonville	30.43336042	-90.15141542
57	Arbor Walk 1	Madisonville	30.4314125	-90.15362351
58	Arbor Walk 2	Madisonville	30.43118054	-90.15965577
59	Arbor Walk Garden	Madisonville	30.42857759	-90.15614884
60	Madison Property	Madisonville	30.42858594	-90.15550338
61	Christwood	Covington	30.43919913	-90.13837929
62	Hwy 21	Madisonville	30.43715463	-90.14777036
63	Natchez Trace 1	Covington	30.43457687	-90.14588498
64	Natchez Trace 2	Covington	30.434	-90.1374
65	Willowbend	Madisonville	30.47077818	-90.1961858
66	Archbishop Hannan	Covington	30.46953956	-90.18336047
67	Northpointe	Covington	30.46991743	-90.18785626
68	Ashland Oaks	Madisonville	30.46455034	-90.18378003
69	Tuscany West	Covington	30.48006166	-90.18609972
70	Hood Chevrolet	Covington	30.43160426	-90.08096028
71	Picadilly	Covington	30.4286441	-90.08030753
72	Premiere	Covington	30.43266199	-90.07684305
73	The Preserve	Covington	30.43091678	-90.07508984
74	Covington Meadows	Covington	30.43111769	-90.0730424
75	Helenbirg 1	Covington	30.43765636	-90.06727394
76	Helenbirg 2	Covington	30.43916768	-90.0654582
77	North Lake	Covington	30.4218764	-90.08249344
78	P.M.I.	Covington	30.41923647	-90.08251105
79	Beech Street	Covington	30.4182155	-90.08218603
80	Colonial Court	Mandeville	30.41612717	-90.07689973
81	Brookstone 1	Covington	30.41925894	-90.07231166
82	Brookstone 2	Covington	30.42184951	-90.07196994
83	Westwood 1	Mandeville	30.41580658	-90.07564256
84	Westwood 2	Mandeville	30.41022216	-90.07537803
85	Westwood 3	Mandeville	30.40400875	-90.07625933
86	Carriage Lane	Mandeville	30.39886274	-90.08301657

<b>Number</b>	<b>Lift Station</b>	<b>City</b>	<b>Latitude</b>	<b>Longitude</b>
87	Tall Timbers	Mandeville	30.40374737	-90.08271101
88	Walk In Center	Covington	30.40782936	-90.08033668
89	Tanglewood	Mandeville	30.37435241	-90.07165811
90	Forest Park	Mandeville	30.38475616	-90.08916534
91	Fox Branch 1	Madisonville	30.45911807	-90.20814526
92	Fox Branch 2	Madisonville	30.45497723	-90.20970742
93	Windermere	Madisonville	30.45542113	-90.21776446
94	Ruelle du Chene 1	Madisonville	30.44348898	-90.21009431
95	Ruelle du Chene 2	Madisonville	30.43957778	-90.21173368
96	Dominion 1	Madisonville	30.4455642	-90.21032644
97	Dominion 2	Madisonville	30.44999049	-90.21369432
98	Highland Oaks	Madisonville	30.45074669	-90.20449379
99	Fairfield Oaks	Madisonville	30.44187879	-90.19229223
100	Three Rivers	Madisonville	30.44650234	-90.18717562
101	Palm Courts	Madisonville	30.45864456	-90.18750375
102	Post Oak	Madisonville	30.43874725	-90.1739665
103	Tallow Creek 1	Covington	30.46941898	-90.15376063
104	Tallow Creek 2	Covington	30.47077435	-90.15599896
105	Tallow Creek 3	Covington	30.4753	-90.1588
106	Twins Oaks	Mandeville	30.39448895	-90.04519478
107	Lazy Creek 1	Mandeville	30.43583847	-90.05339518
108	Lazy Creek 2	Mandeville	30.43509403	-90.05076035
109	St. Gertrude	Covington	30.52159727	-90.11872954
110	Lake Hills	Folsom	30.55943139	-90.15185712
111	Northridge	Covington	30.5313847	-90.2197102
112	St. Joe	Slidell	30.338748	-89.746397
113	Medcath 1	Lacombe	30.35748742	-89.91471848
114	Medcath 2	Lacombe	30.35681325	-89.91515965
115	Magee Road	Covington	30.51126183	-90.20688976
116	Countryside	Covington	30.51050256	-90.20849828
117	Eagle Landing 1	Covington	30.52803028	-90.21956135
118	Eagle Landing 2	Covington	30.52541329	-90.22300968
119	Springlake	Covington	30.529473	-90.211062
120	Innwoods	Covington	30.46082867	-90.11869473
121	Timber Branch 1	Covington	30.46298381	-90.12206006
122	Timber Branch 2	Covington	30.46181315	-90.12786206
123	Timber Branch 3	Covington	30.46418573	-90.11981602
124	Rousseau Road	Covington	30.46778519	-90.1458162
125	Del Sol	Covington	30.46458093	-90.16625471
126	Beau Arbre	Covington	30.46122336	-90.16156544
127	Maison Du Lac 1	Covington	30.46082505	-90.13958482
128	Maison Du Lac 2	Covington	30.45964967	-90.14672827
129	Maison Du Lac 3	Covington	30.46235593	-90.15009829
130	Sleep Clinic	Covington	30.45892203	-90.12246343

<b>Number</b>	<b>Lift Station</b>	<b>City</b>	<b>Latitude</b>	<b>Longitude</b>
131	Beau Arbre 2	Covington	30.46888889	-90.16166667
132	Terra Bella	Covington	30.47102376	-90.14427408
133	Terra Bella 2	Covington	30.471021	-90.139218
134	CVS Pharmacy	Covington	30.45766906	-90.1314285
135	Abita Lakes 1	Covington	30.50884016	-90.02449564
136	Abita Lakes 2	Covington	30.51073051	-90.02327305
137	Abita Lakes 3	Covington	30.50452848	-90.02288762
138	Abita Lakes 4	Covington	30.5026065	-90.01698971
139	Abita Lakes 5	Covington	30.50540605	-90.02471984
140	Abita Lakes 6	Covington	30.50390706	-90.02145584
141	Grand Maison 1	Mandeville	30.40248791	-90.03598104
142	Grand Maison 2	Mandeville	30.40437515	-90.03251076
143	Church of The King	Mandeville	30.41554457	-90.03795818
144	Commerce Blvd	Mandeville	30.415544	-90.037968
145	Waffle House	Mandeville	30.41520257	-90.04111237
146	Koop Drive	Mandeville	30.41857012	-90.04449425
147	Dove Park Commercial	Mandeville	30.41277556	-90.04277727
148	Liberty Storage	Mandeville	30.40975077	-90.03908395
149	Cigs-N-Things	Mandeville	30.44822234	-90.04130055
150	Peace Office	Abita Springs	30.45172125	-90.04089929
151	Autumn Wind 1	Mandeville	30.45259325	-90.03640475
152	Autumn Wind 2	Mandeville	30.4473312	-90.03471198
153	Hoffman Road	Mandeville	30.45274138	-90.03778427
154	Fountains Park	Mandeville	30.37624488	-90.04952833
155	Forest Brook 1	Mandeville	30.38582726	-90.01832601
156	Forest Brook 2	Mandeville	30.37970044	-90.019257
157	Forest Brook 3	Mandeville	30.37731134	-90.02131173
158	Forest Brook 4	Mandeville	30.3760305	-90.01824485
159	Quail Creek Trinity Lane	Mandeville	30.38093265	-90.02829928
160	Marlin Street	Mandeville	30.37830663	-90.02750014
161	Sycamore	Mandeville	30.37603303	-90.02621048
162	Culver Court	Mandeville	30.37534833	-90.0264989
163	Quail Creek South	Mandeville	30.37502092	-90.02967817
164	Canaan Hills	Mandeville	30.37179824	-90.03195015
165	Castine Central	Mandeville	30.37448148	-90.0239846
166	Woodlands Terrace	Mandeville	30.37309973	-90.03445984
167	Soult Street	Mandeville	30.38085962	-90.03243727
168	Grand Terre	Mandeville	30.3800514	-90.03973009
169	Woodlands 1	Mandeville	30.3772235	-90.03967835
170	Woodlands 2	Mandeville	30.37626152	-90.03690437
170	Woodlands 2	Mandeville	30.37626152	-90.03690437
171	Woodlands 3	Mandeville	30.37736203	-90.04216622
172	Trailwood	Mandeville	30.37493659	-90.044612
173	Casa Bella	Mandeville	30.37901902	-90.04251923

Number	Lift Station	City	Latitude	Longitude
174	Jackson	Mandeville	30.37792573	-90.04582095
175	Surgi	Mandeville	30.37904383	-90.04867559
176	Hwy 59	Mandeville	30.38282618	-90.05107416
177	Remington Court	Mandeville	30.38162027	-90.03999616
178	Mandeville Elementary	Mandeville	30.38382264	-90.04243491
179	Stonebrook (Walder)	Mandeville	30.38302906	-90.05254943
180	Dockside	Slidell	30.302325	-89.71443333
181	Pintail	Slidell	30.30173056	-89.71220556
182	Goldenwood	Slidell	30.28218333	-89.72336667
183	Willowwood	Slidell	30.28801389	-89.72811389
184	St. Lukes	Slidell	30.29065833	-89.72930556
185	Phase 5	Slidell	30.29656111	-89.72458333
186	Little School	Slidell	30.27601111	-89.71823611
187	Big School	Slidell	30.27773056	-89.71847222
188	Byron Court	Slidell	30.27953056	-89.71651389
189	Essex	Slidell	30.28883889	-89.71490833
190	Herwig	Slidell	30.29234722	-89.71201111
191	Arbor View	Slidell	30.28608333	-89.70478056
192	Highland Bluff	Slidell	30.28936111	-89.70013333
193	Bluff Blvd.	Slidell	30.29128889	-89.70848611
194	Apartments	Slidell	30.29781111	-89.70869722
195	Autumn Lakes	Slidell	30.29670556	-89.70869722
196	Leeds	Slidell	30.28173889	-89.71086944
197	Meadow Lake	Slidell	30.28002222	-89.73852778
198	Live Oak	Slidell	30.270375	-89.81490556
199	Royal Oak	Slidell	30.27035	-89.81371944
200	1st Ave @ 8th Street	Slidell	30.329475	-89.76466111
201	3rd Ave @ 14th Street	Slidell	30.33355278	-89.76774722
202	N 10th Street @ N. 5th Ave	Slidell	30.33536667	-89.76376667
203	P5	Slidell	30.23389167	-89.80381667
204	P4	Slidell	30.23046944	-89.80381667
205	P3	Slidell	30.22710556	-89.81009167
206	P2	Slidell	30.22537222	-89.81505833
207	P1	Slidell	30.22179444	-89.82033333
208	L3	Slidell	30.21818889	-89.822525
209	L2	Slidell	30.21725278	-89.81466111
210	L1	Slidell	30.21565	-89.80593333
211	C6	Slidell	30.22471667	-89.81970278
212	C5	Slidell	30.22780278	-89.82294444
213	C4	Slidell	30.22789167	-89.83045833
214	C3	Slidell	30.22543889	-89.83801389
215	C2	Slidell	30.22499167	-89.84695278
216	C1	Slidell	30.229175	-89.85157778
217	P6	Slidell	30.23919722	-89.79970278

Number	Lift Station	City	Latitude	Longitude
218	P7	Slidell	30.24351944	-89.79638611
219	G4	Slidell	30.22422778	-89.81899444
220	Bedico Creek Lift Station #1	Madisonville	30.462638	-90.2293393
221	Bedico Creek Lift Station #2	Madisonville	30.4593622	-90.2355774
222	Bedico Creek Lift Station #3	Madisonville	30.4672497	-90.2300169
223	Bedico Creek Lift Station #4	Madisonville	30.4664096	-90.2300169
224	Bedico Creek Lift Station #5	Madisonville	30.4750568	-90.2357179
225	Bedico Creek Lift Station #6	Madisonville	30.4754876	-90.2409184
226	ALDRIDGE OAKS LIFT STATION	Madisonville	30.44486249	-90.21311434
227	ARBOR VIEW LIFT STATION	Slidell	30.28601423	-89.70483904
228	AUTUMN CREEK #2 LIFT STATION	Madisonville	30.43701609	-90.19411986
229	BAY ST LIFT STATION	Mandeville	30.38420287	-90.03684584
230	COPPERSTILL MARKETPLACE	Covington	30.46549372	-90.18134923
231	CROSS GATES #1	Slidell	30.29936273	-89.72255356
232	CROSS GATES #2	Slidell	30.30018757	-89.72251269
233	DEAN RD LIFT	Slidell	30.32362711	-89.73808318
234	DUTELL LIFT	Mandeville	30.39703367	-90.09036709
235	GOODBEE SQUARE	Covington	30.50550251	-90.20805299
236	GRAND MAISON #3	Mandeville	30.40373045	-90.02853016
237	HIDDEN CREEK LIFT	Covington	30.46742083	-90.16209982
238	HILLCREST AT PARKLINE	Slidell	30.31296678	-89.77913087
239	KOOP DR #2 LIFT STATION	Mandeville	30.41711853	-90.043695
240	KOOP DR #3 LIFT STATION	Mandeville	30.41723997	-90.04219254
241	KOOP DR #4 LIFT STATION	Mandeville	30.41697658	-90.04397198
242	LAKWOOD LIFT STATION	Slidell	30.31388274	-89.77700196
243	LEXINGTON PLACE LIFT STATION	Mandeville	30.40820164	-90.02976619
244	LITTLE CREEK LIFT STATION	Mandeville	30.4183178	-90.03844587
245	MCCONNELL LIFT STATION	Mandeville	30.39980769	-90.089114
246	MCDONALDS LIFT STATION	Covington	30.4677327	-90.18416038
247	NATCHEZ TRACE #3 LIFT STATION	Covington	30.43539896	-90.13788716
248	NORVAL ST LIFT STATION	Mandeville	30.36851179	-90.03416101
249	SPRING HAVEN LIFT STATION	Madisonville	30.43779333	-90.19222127

<b>Number</b>	<b>Lift Station</b>	<b>City</b>	<b>Latitude</b>	<b>Longitude</b>
250	TAYLOR TRACE LIFT STATION	Slidell	30.28358761	-89.73190522
251	WESTON GLENN LIFT STATION	Covington	30.46510122	-90.14119376
252	WILLOW BEND #2 LIFT STATION	Madisonville	30.47014095	-90.19330316
253	WING FIELD #1	Covington	30.290538	-90.12095
254	WING FIELD #2	Covington	30.290569	-90.122942
255	HUNTERS HAVEN	Mandeville	30.241798	-90.081829
256	TERRA BELLA #3	Covington	30.46916081	-90.13566687
257	TAMANEND MAIN	Lacombe	30.222591	-89.534867
258	TAMANEND COMMUNITY COLLEGE	Lacombe	30.223792	-89.540323
259	TAMANEND # 1	Lacombe	30.215737	-89.53391
260	TAMNENED # 2	Lacombe	30.37350594	-89.89140494
261	ARUNDEL	Madisonville	30.263762	-90.1110171

## CONTRACT FOR ESSENTIAL SERVICES

Contract No.: «txtMunisContractNum»

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. LIABILITY AND INDEMINIFICATION**

##### **A. Duty to Defend**

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Provider shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Provider, but this assistance shall not affect the Provider's obligations, duties, and responsibilities under this section. Provider shall obtain the Parish's written consent before entering into any settlement or dismissal.

##### **B. Provider Liability**

Provider shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and

description, which may occur or in any way arise out of any act or omission of Provider, its owners, agents, employees, partners or subProviders.

#### **C. Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

#### **D. Indemnification**

Provider shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Provider, its owners, agents, employees, partners or subProviders. The Provider shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

#### **E. Intellectual Property Indemnification**

Provider shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Provider, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Provider believes that it may be enjoined, Provider, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Provider remains in default.

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

## **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 Provider.

## **7. PARISHSHIP**

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 22<sup>nd</sup> 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**

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, CANCELLATION, AND SUSPENSION**

### **A. Termination**

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

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;

- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

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

**B. Cancellation**

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

**C. Suspension**

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

**D. Default of Provider**

Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the Provider to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the Provider with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting Provider will be considered.

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

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



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

#### **14. 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.

#### **15. 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.

## **16. INDEPENDENT PROVIDER**

While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent Provider (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.

#### **17. RECORDATION OF CONTRACT**

Provider authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law.

#### **18. 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. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

This Contract is executed in **One (1)** original. IN TESTIMONY WHEREOF, they have executed this agreement, the date(s) written below.

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**PROVIDER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SAMPLE

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**ST. TAMMANY PARISH GOVERNMENT:**

\_\_\_\_\_

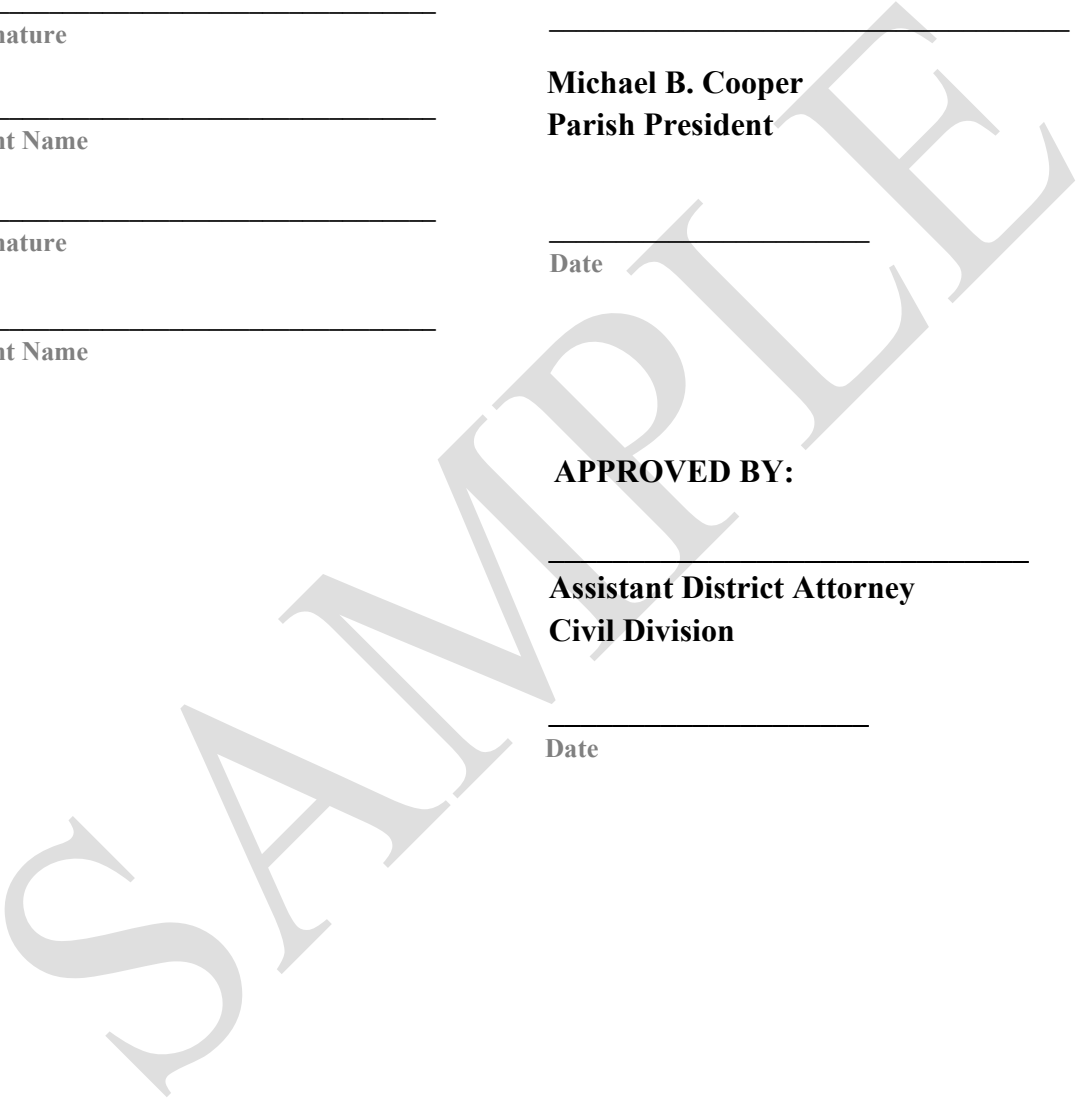
**Michael B. Cooper**  
**Parish President**

\_\_\_\_\_  
Date

**APPROVED BY:**

\_\_\_\_\_  
**Assistant District Attorney**  
**Civil Division**

\_\_\_\_\_  
Date



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 Provider 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 Provider 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: \_\_\_\_\_



## INSURANCE REQUIREMENTS\*

Essential Services Project: Emergency Sewer Vacuum and Transport  
Project/Quote/Bid#: 24-18-3

### **\*\*\*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. 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**

**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 "F"**  
**Sample Scoring Matrix**

**Emergency Sewer Vacuum and Transport**  
**RFP # 24-18-3**

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	15pts		
Ability to perform within the stated timeframe	20pts		
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the Project	20pts		
Overall costs and fees to be charged	10pts		
Certified Veterans Initiative small entrepreneurship or certified Hudson Initiative small entrepreneurship	10pts		

**Vendor Total**                      **100pts**

Signature of Evaluator: \_\_\_\_\_

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

**Attachment F-1**  
**Vendor Scoring Matrix**  
RFP # 24-18-3  
Emergency Sewer Vacuum and Transport

Vendor/Business Name \_\_\_\_\_

The Respondent must clearly designate that they meet each category of the scoring criteria stated below. The Respondent must briefly describe how their company satisfies the requirement and where in their response supports that requirement. Failure to comply with this requirement may negatively affect the overall score.

<b>CRITERIA</b>	<b>Briefly describe how your proposal meets the requirement and where in your proposal supports your justification</b>
Compliance with the RFP	
Understanding of the Project	
Approach to the Project	
Ability to perform within the stated timeframe	
Qualifications of the Proposer, including, but not limited to, its	

experience and personnel assigned to the Project	
Overall costs and fees to be charged	
Certified Veterans Initiative small entrepreneurship or certified Hudson Initiative small entrepreneurship	



# Attachment G

## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_ INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT \_\_\_\_\_, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. TAMMANY OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

\_\_\_\_\_

DATE

\_\_\_\_\_

### Certificate of Insurance Instructions

The below information is intended to guide Contractors on what information is needed to be listed on the Certificate of Insurance. All Insurance limit requirements can be found in Attachment D.

- **Certificate Holder** – STPG must be listed as the certificate holder, and it must include our address of: P.O. Box 628, Covington, LA 70434
  - Reason: the certificate holder is where cancellations of coverage, or updated certificates are mailed. If a vendor terminates a policy, we will be notified.
- **Additional Insured** – We must be named as an additional insured so that if there is a lawsuit against the vendor for a project, their coverage will cover STPG as well if we are named in the lawsuit.
  - We must be named in the Description of Operations box – reason: there could be other additional insureds, and we want to have no doubt that we are one of the additional insureds.
  - We must be named as additional insured on the following coverages: General liability, Auto Liability, Umbrella/Excess Liability, Environmental/Pollution Liability.
  - Professional Liability policies do not allow for an additional insured by most carriers.
- **Project Name & Contract #** - We need this listed in the Description of Operations, again so that if there is a lawsuit, we have proof that coverage was active for that project.
- **Waiver of Subrogation** – This can either be listed in the Description of Operations or checked off in the appropriate columns.

From the Insurance Requirement form:

*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.*

- **Owners Protective Liability (OPL) or (OCP)** – Certificate of Insurance for OCP names St. Tammany Parish Government as the Insured and the Certificate Holder.
- Sample of Certificate of Insurance (COI) can be found on page 2.
- Please refer to this section in the package labeled “Insurance Requirements” for limits required for this project

Any questions regarding insurance requirements please contact the Risk Department at 985-898-5226 or email [riskman@stpgov.org](mailto:riskman@stpgov.org)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name:  
Contract #:

(Name St. Tammany Parish Government as an additional insured).

**CERTIFICATE HOLDER****CANCELLATION**St. Tammany Parish Government  
P.O. Box 628  
Covington, LA 70434

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# **AMERICAN RESCUE PLAN ACT FEDERAL CONTRACT CLAUSES**

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

## **1. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**2. DAVIS-BACON ACT**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### **3. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor or U.S. Treasury withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act,

which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **4. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **5. CLEAN AIR ACT**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Parish and understands and agrees that the Parish will, in turn, report each violation as required to assure notification to the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA.

#### **6. FEDERAL WATER POLLUTION CONTROL ACT**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Parish and understands and agrees that the Parish will, in turn, report each violation as required to assure notification to the Federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA.

## **7. SUSPENSION AND DEBARMENT**

(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 the Parish. 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 the Parish, 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.

## **8. BYRD ANTI-LOBBYING ACT**

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

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

## **9. PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.



## **10. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.**

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Public Law 115-232, section 889, Prohibitions on Expending ARPA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from a federal Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system as described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (b) Telecommunications or video surveillance services provided by such entities or using such equipment. (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment

and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(4) See Public Law 115-232, section 889 for additional information.

(5) See also § 200.471.

*(c) Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

*(d) Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

*(e) Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## **11. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **12. COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS**

This is an acknowledgement that American Rescue Plan Act will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

## **13. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

## **14. 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.

## **15. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **16. COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the Parish, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Parish or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Parish data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Parish.

## **17. UNIQUE ENTITY ID REQUIREMENT**

Any contractor awarded a project with ARPA funds must obtain a Unique Entity ID generated in the System for Award Management. Information on obtaining the UEI can be found at [SAM.gov](https://www.sam.gov).