



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# 25-1-3 – Laboratory Testing

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>

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, February 25, 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
LABORATORY TESTING



RFP Number: 25-1-3

Proposal Opening Date: February 25, 2025

Proposal Opening Time: 2:00PM

January 7, 2025

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Attachment “B” – Sample Contract

Attachment “C” – Acknowledgment and Waiver

Attachment “D” – Insurance Requirements

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Attachment “F” – Sample Scoring Matrix

Attachment “G” – Sample Corporate Resolution

Attachment “H” – Sample Certificate of Insurance

REQUEST FOR PROPOSAL FOR LABORATORY TESTING

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 Laboratory Testing to maintain compliance with EPA, LDEQ, and LDH regulations. 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 | January 22, 2025 | 8:00AM |
| 2. Pre-Proposal Conference | N/A | |
| 3. Deadline to receive written inquiries | February 13, 2025 | 2:00PM |
| 4. Deadline to answer written inquiries | February 20, 2025 | 2:00PM |
| 5. Proposal Opening Date (deadline for submitting proposals) | February 25, 2025 | 2:00PM |
| 6. Oral discussions with proposers, if applicable | | TBD |
| 7. Notice of Intent to Award to be mailed | | TBD |
| 8. Contract Initiation | | TBD |

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

1.4 Proposal Submittal

This RFP is available online at: LaPAC – Louisiana Procurement and Contract Network:<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=1>
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NOTE: LaPAC is the State’s online electronic solicitation notification system on the Office of State Procurement website. LaPAC provides an immediate e-mail notification to subscribing vendors of a STPGOV solicitation and any addenda posted. To receive the e-mail notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

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

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

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

- X **Name and Address of Proposer**
- X **Proposal Name: LABORATORY TESTING**
- X **RFP #: 25-1-3**
- X **Proposal Opening Date: February 25, 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 sub-providers, 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

The Department of Utilities (DU) is seeking a Provider for services of an accredited laboratory to perform compliance testing and monitoring for the Parish owned wastewater treatment facilities (WWTP) and drinking water wells. DU owns and/or operates fifty-two (52) WWTP Facilities and 16 water systems with 37 water wells. DU is required to perform compliance monitoring at each of these sites listed in appendix “A” and in accordance with the following:

Environmental Protection Agency (EPA), Louisiana Department of Environmental Quality (LDEQ), Louisiana Accreditation Program (LELAP), and the Louisiana Department of Health-Laboratory Certification Program (LDH), respectively.

Testing and Monitoring Requirements:

Wastewater Sample Analyses Testing:

The Provider shall perform the required laboratory analyses of wastewater effluent sampling that is in accordance with LDEQ Louisiana Pollutant Discharge Elimination System (LPDES) permits for DU’s 52 WWTP facilities. Each of the facilities has been issued a LPDES permit by the Louisiana Department of Environmental Quality (LDEQ). DU is required to monitor and comply in accordance with these permits.

The Provider must perform the following services:

1. Provide laboratory analyses for all of DU’s WWTP facilities. Sampling frequencies for these facilities range from bi-weekly to a semi-annual basis, with the majority of the

samples being collected monthly. All samples will be collected by an approved operator from DU.

2. The Provider shall provide “Whole Effluent Toxicity Testing” (biomonitoring) on a quarterly basis for the West St. Tammany (WST), Castine, and Cross Gates plants. DU anticipates collecting eight (8) samples per calendar year for both “Ceriodaphnia Dubia and Pimephales Promelas” testing at the WST and Cross Gates plants. Also, four (4) samples per calendar year for both “Menidia Beryllina and Mysidopsis Bahia” testing at the Castine WWTP. All samples will be collected by an approved operator from DU.
3. The Provider shall provide an analysis of sewage sludge samples collected from Cross Gates, Westwood, and Castine WWTP facilities. DU anticipates collecting a maximum of one (1) sample from each facility per calendar year. Samples must be analyzed for TCLP, PCB, and any other parameters identified on the proposal sheet. All samples will be collected by an approved operator from DU.
4. Occasionally, as circumstances may dictate, DU may require the Provider to take additional sample analyses and may require a 24-hour turnaround on sample of results for metal analyses.
5. The Provider shall provide all necessary sample bottles, labels, chains of custody, and ice chests to DU at no additional cost.
6. The Provider shall provide a courier to deliver sample containers and pick up samples to/from two (2) facilities, Cross Gates facility once per week and Tyler St. facility at least three times per week.
7. The Provider must provide and prepare all required Discharge Monitoring Reports (DMR) in accordance with DU’s LPDES Permits for no additional cost.
8. The Provider shall provide results of the completed lab analyses.
9. The Provider shall closely monitor the analytical results and provide notification to DU in the event of a permit limit exceedance. Said notification shall be immediate upon discovery and must be provided in one or more of following forms:
Telephone, text, or e-mail.

Drinking Water Sample Analyses:

The Parish currently owns and operates 16 public water systems comprised of a total of 37 water wells. The Parish is required to perform compliance monitoring in accordance with LDH regulations. The Parish requires the laboratory to provide the required TNI-NELAP analyses of drinking water in accordance with LDH regulations.

The Provider must perform the following services:

1. Provide laboratory analyses to profile the source water of all 37 water wells. Analyses shall include Conductivity (as TDS), P Alkalinity, M Alkalinity, Total Hardness, Iron, Manganese, and Phosphorous.

2. Laboratory shall provide all necessary sample bottles, labels, chains of custody and ice chests to the Parish, at no additional cost.
3. Provide a courier to deliver sample containers and pick up samples to/from our Cross Gates facility and to/from our Tyler St. facility.

The forecasted analytical needs are based on the sampling requirements of the regulated permits and resolutions from LDPEs, LDEQ, and LDH. The actual number of samples collected, and the number of analyses performed will differ from the forecast depending upon circumstances such as: treatment facilities decommissioning, addition of treatment facilities, periods of no discharge, sample re-takes etc. The forecast number should not be construed by the provider as a guarantee of that volume of work.

2.2 Period of Agreement

The initial term of the contract will be for two (2) years, from the notice to proceed through December 31st, 2027, with the option for two (2) additional one (1) year renewals, if DU and the Provider agree. A notice with intent to renew will be issued in writing by DU.

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)).

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:

| Evaluation Criteria | Possible Points |
|---|------------------------|
| 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 |
| Total | 100 |

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

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

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Omitted as not applicable to this RFP

4.2 Performance Measurement/Evaluation

Omitted as not applicable to this RFP

PART V: GENERAL PROVISIONS

5.1 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate

an understanding of the requirements. Proposals shall be prepared providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

5.2 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

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

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

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

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

proprietary information or privileged business information obtained as a result of their participation in these evaluations.

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

5.3 Proposal Clarifications Prior to Submittal

5.3.1 Pre-proposal Conference

Omitted as not applicable to this RFP

5.3.2 Proposer Inquiry Periods

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

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during a Pre-proposal Conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the Parish. Inquiries received after the established deadline shall not be entertained.

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

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

E-Mail: 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 Sub-Providers

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 sub-Provider 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 sub-Providers, 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 sub-Provider 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 sub-Provider and the sub-Providers 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 Sub-Provider Insurance

The Provider shall include all sub-Providers as insured's under its policies or shall insure that all sub-Providers 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 sub-Providers.

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 sub-Providers. 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 sub-Provider 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 22nd 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 entrepreneurships (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 sub-Provider(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 sub-Provider 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 sub-Providers at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative sub-Provider in which the certified

LaVet or Hudson Initiative sub-Provider 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 sub-Provider(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

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 sub-Providers. 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 sub-Providers, 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"

Permitted Facilities

| Facility Name | LPDES Permit Number | Agency Interest Number | BOD, Carbonaceous, 5-day (20 degrees C) | BOD | FC | Nitrogen, Ammonia total (as N) | Nitrogen Total (as N)(TKN) | Oil and Grease | Phosphorus, Total (as P) | TSS | Mercury | Enterococci | Biomethane | Chloroform | Copper, Total (as Cu) | Lead, Total (as Pb) | TDS | Zinc | Chloride | Biomonitoring 7 day Chronic, Menidia | Biomonitoring 7 day Chronic, Mysidop | Biomonitoring 7 day Chronic, Ceriodaph | Biomonitoring 7 day Chronic, Pimephal | pH | Chlorine, total residual | DD | Mercury Plan | Flow | |
|--|---------------------|------------------------|---|---------|-----------|--------------------------------|----------------------------|----------------|--------------------------|-----------|----------|-------------|------------|------------|-----------------------|---------------------|-----------|-----------|-----------|--------------------------------------|--------------------------------------|--|---------------------------------------|-----------|--------------------------|----------|--------------|--------------|--|
| Autumn Wind | LA0127427 | 88008 | 2x month | | 2x month | 2x month | Quarterly, 2x month | Quarterly | Quarterly | 2x month | | | | | | | | | | Quarterly | Quarterly | | | 2x month | 2x month | | X | Continuous | |
| Castine | LA012054 | 122025 | 2x month | | 2x month | 2x month | Quarterly | Quarterly | Quarterly | 2x month | | 2x month | | | | | | | | Quarterly | Quarterly | | | 2x month | 2x month | | | Continuous | |
| Cross Gates | LA0048941 | 19826 | Weekly | | Weekly | Weekly | Quarterly | Quarterly | Quarterly | Weekly | | | Quarterly | Quarterly | Quarterly | Quarterly | Quarterly | Quarterly | Quarterly | Quarterly | Quarterly | Quarterly | Weekly | Weekly | | X | Continuous | | |
| Diversified Foods | LA019559 | 123486 | | Weekly | 2x month | | Monthly | Monthly | Quarterly | Weekly | | | | | | | | 2x month | | | | | Weekly | | | | | Estimate - V | |
| Goodbee Regional | LA012328 | 15332 | Monthly | | Monthly | Monthly | Quarterly | Quarterly | Quarterly | Monthly | | | | | | | | | | | | | Monthly | | Monthly | X | Measure - V | | |
| Highway 22 | LA0117678 | 43283 | Monthly | | Monthly | Monthly | Quarterly | Monthly | Quarterly | Monthly | Annually | | | | | | | | | | | | Monthly | Monthly | | | Continuous | | |
| Preferred Equities | LA0117439 | 19319 | Monthly | | Monthly | Monthly | Quarterly | Quarterly | Quarterly | Monthly | | | | | | | | | | | | | Monthly | | | | Measure - V | | |
| Southeast Hospital (Northlake Boulevard) | LA0127070 | 9371 | 2x month | | 2x month | 2x month | Quarterly | Quarterly | Quarterly | 2x month | | | | | | | Quarterly | | Quarterly | | | | | 2x month | 2x month | | | Continuous | |
| Tallow Creek | LA0117327 | 115894 | 2x month | | 2x month | 2x month | Quarterly | Quarterly | Quarterly | 2x month | | | | | | | | | | | | | | 2x month | 2x month | | X | Continuous | |
| Tamanend | LA0124451 | 158419 | 2x month | | 2x month | 2x month | Quarterly | Quarterly | Quarterly | 2x month | | | | | | | | | | | | | | 2x month | 2x month | | | Measure - V | |
| Timber Branch II | LA0122645 | 51671 | 2x month | | Quarterly | Quarterly | Quarterly | Quarterly | Quarterly | Quarterly | | | | | | | | | | | | | Quarterly | | | | X | Continuous | |
| Wadsworth | LA0104214 | 155343 | | Monthly | Monthly | 2x month | Quarterly | Quarterly | Quarterly | Monthly | | Monthly | | | | | | | | | | | Monthly | | | | | Measure - V | |
| West St. Tammany Regional | LA0120235 | 125944 | 2x week | | 2x week | 2x week | Quarterly | Quarterly | Quarterly | 2x week | | | | | | | Quarterly | Quarterly | Quarterly | | | | Quarterly | Quarterly | 2x week | 2x week | | Continuous | |
| Westwood | LA0063931 | 19317 | 2x month | | 2x month | 2x month | Quarterly | Quarterly | Quarterly | 2x month | | | | | | | | | | | | | | 2x month | 2x month | 2x month | | Continuous | |
| Monthly Inflow BOD at above sites | | Monthly Total: | 29 | 19 | 30 | 29 | 4 | 32 | 11 | May-Oct | | | | | | | 2 | | | | | | | 29 | 19 | 7 | | | |
| | | Year Total: | 348 | 228 | 364 | 352 | 48 | 388 | 1 | 66 | | | 4 | 4 | 4 | 4 | 12 | 10 | 8 | 4 | 4 | 8 | 8 | 352 | 228 | 84 | | | |
| | | Monthly Total (All) | 41 | 30 | 63 | 41 | 6 | 66 | 1 | 11 | May-Oct | | | | | | | | | | | | | | | | | | |
| | | Yearly Total (All) | 378 | 267 | 432 | 396 | 132 | 60 | 136 | 457 | 1 | 66 | 4 | 4 | 4 | 4 | 12 | 10 | 8 | 4 | 4 | 8 | 8 | 352 | 228 | 84 | | | |
| BIOSOLIDS PERMITS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cross Gates | LA0119226 | 19826 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Westwood | LA0119317 | 19317 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| West St. Tammany | LA0125344 | 125344 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Breux Testing annually and TCLP = PCB once every 5 years for biosolids | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LAG480000 Light Commercial | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LAG520000 <5,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LAG540000 <25,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LAG560000 <50,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LAG570000 <100,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LAG750000 Exterior Vehicle Washwater | | monthly | 12 | 11 | 23 | 12 | 1 | 23 | 23 | | | | | | | | | | | | | | | | | | | | |
| | | yearly | 30 | 33 | 69 | 34 | 80 | 12 | 84 | 69 | 69 | 2 | | | | | | | | | | | | | | | | | |

| | LPDES Permit Number | Agency Interest Number | BOD, Carbonaceous, 5-day (20 degrees C) | BOD | FC | Ammonia total (as N) | Total (as N)(TKN) | Oil and Grease | Phosphorus, Total (as P) | TSS | pH | DO | Flow | | | | |
|--------------------------|---------------------|------------------------|---|------------|------------|----------------------|-------------------|----------------|--------------------------|------------|------------|----|----------------------------|--|--|--|-----------------|
| Abita Lakes | LAGS70546 | 88011 | | Monthly | Monthly | | | | | Monthly | Monthly | | 100K Measure -M | | | | |
| Aldridge Oaks | LAGS31461 | 109752 | 1x6 months | | 1x6 months | 1x6 months | 1x6 months | | 1x6 months | 1x6 months | 1x6 months | | 5K Estimate 1x6 months | | | | |
| Animal Services | LAGS32078 | 138040 | | 1x6 months | 1x6 months | | | | 1x6 months | 1x6 months | 1x6 months | | 5K Estimate 1x6 months | | | | |
| Brewster Rd Barn | LAG481028 | 201631 | 1x6 months | | 1x6 months | 1x6 months | 1x6 months | | 1x6 months | 1x6 months | 1x6 months | | Report Estimate 1x6 months | | | | |
| Bush Barn | LAG480357 | 119165 | | 1x6 months | 1x6 months | | | | 1x6 months | 1x6 months | 1x6 months | | Report Estimate 1x6 months | | | | |
| Dominion | LAGS70226 | 94232 | Monthly | | Monthly | Monthly | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | |
| Fairfield Oaks | LAGS70463 | 43284 | Monthly | | Monthly | Monthly | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | |
| Faubourg | LAGS70464 | 40850 | Monthly | | Monthly | Monthly | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | Decommissioned |
| Folsom Barn | LAG480391 | 119729 | | 1x6 months | 1x6 months | | | | 1x6 months | 1x6 months | 1x6 months | | Report Estimate 1x6 months | | | | |
| Forest Park Apartments | LAGS40551 | 38224 | | 1x3 months | 1x3 months | 1x3 months | | | 1x3 months | 1x3 months | 1x3 months | | 25K Measure 1x3 months | | | | |
| Fox Branch | LAGS70488 | 89005 | Monthly | | Monthly | Monthly | | | Monthly | Monthly | Monthly | | 100K Measure -M | | | | |
| Fritchie Barn | LAG750020 | 43393 | 1x6 months | | 1x6 months | | | | | 1x6 months | 1x6 months | | Report Estimate 1x6 months | | | | |
| Hickory Barn | LAG481027 | 202587 | 1x6 months | | 1x6 months | | | | | 1x6 months | 1x6 months | | Report Estimate 1x6 months | | | | |
| Highland Oaks | LAGS70232 | 115889 | | Monthly | Monthly | | | | | Monthly | Monthly | | 100K Measure -M | | | | |
| Highway 59 Barn | LAG480360 | 119192 | 1x6 months | | 1x6 months | 1x6 months | 1x6 months | | 1x6 months | 1x6 months | 1x6 months | | Report Estimate 1x6 months | | | | |
| Keller Barn | LAG480356 | 119164 | 1x6 months | | 1x6 months | 1x6 months | 1x6 months | | 1x6 months | 1x6 months | 1x6 months | | Report Estimate 1x6 months | | | | |
| Koop Admin Bldg | LAGS40697 | 43395 | 1x3 months | | 1x3 months | 1x3 months | 1x3 months | | 1x3 months | 1x3 months | 1x3 months | | 25K Measure 1x3 months | | | | |
| Lake Hills | LAGS70469 | 19921 | | Monthly | Monthly | | | | | Monthly | Monthly | | 100K Measure -M | | | | |
| Lazy Creek | LAGS70465 | 43285 | Monthly | | Monthly | Monthly | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | |
| Les Bois | LAGS70246 | 117455 | Monthly | | Monthly | Monthly | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | |
| Lexington Place | LAGS70445 | 153678 | Monthly | | Monthly | Monthly | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | |
| Madisonville Trace | LAGS70340 | 126467 | Monthly | | Monthly | Monthly | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | Not constructed |
| Madisonville Woods | LAGS70486 | 40849 | Monthly | | Monthly | Monthly | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | |
| McConnell | LAGS31437 | 104964 | 1x6 months | | 1x6 months | 1x6 months | 1x6 months | | 1x6 months | 1x6 months | x6 months | | 5K Estimate 1x6 months | | | | |
| Meadow Lake | LAGS70015 | 41184 | | Monthly | Monthly | | | | | Monthly | Monthly | | 100K Measure -M | | | | |
| Medcath | LAGS70479 | 94173 | Monthly | | Monthly | Monthly | 1x3 months | Monthly | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | |
| Northridge Estates | LAGS70489 | 92469 | | Monthly | Monthly | | | | | Monthly | Monthly | | 100K Measure -M | | | | |
| Oakwood Estates | LAGS70166 | 43203 | | Monthly | Monthly | | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | |
| Outpatient Pavilion | LAGS31522 | 118794 | | 1x6 months | 1x6 months | | | | | 1x6 months | x6 months | | 5K Estimate 1x6 months | | | | |
| Palm Courts | LAGS70419 | 149122 | Monthly | | Monthly | Monthly | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | |
| Post Oak Landing | LAGS70244 | 119213 | Monthly | | Monthly | Monthly | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | |
| Red Oak | LAGS40902 | 43291 | 1x3 months | | 1x3 months | | | | 1x3 months | 1x3 months | 1x3 months | | 25K Measure 1x3 months | | | | |
| Ruelle Du Chene | LAGS70480 | 107269 | Monthly | | Monthly | Monthly | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | |
| Savannah Country Estates | LAGS70418 | 151767 | | Monthly | Monthly | | | | | Monthly | Monthly | | 100K Measure -M | | | | Not constructed |
| St. Gertrude | LAGS40527 | 43279 | | 1x3 months | 1x3 months | | | | | 1x3 months | 1x3 months | | 25K Measure 1x3 months | | | | |
| St. Joe | LAGS70238 | 115892 | | Monthly | Monthly | | | | | Monthly | Monthly | | 100K Measure -M | | | | |
| Taylor Trace | LAGS41284 | 122729 | | 1x3 months | 1x3 months | | | | | 1x3 months | 1x3 months | | 25K Measure 1x3 months | | | | |
| Thompson Rd Facility | LAGS30650 | 43394 | 1x6 months | | 1x6 months | 1x6 months | x6 months | | 1x6 months | x6 months | x6 months | | 5K Estimate 1x6 months | | | | |
| Three Rivers | LAGS30884 | 43292 | 1x6 months | | 1x6 months | 1x6 months | x6 months | | 1x6 months | x6 months | x6 months | | 5K Estimate 1x6 months | | | | |
| Twin Oaks | LAGS70487 | 91447 | | Monthly | Monthly | | 1x3 months | | 1x3 months | Monthly | Monthly | | 100K Measure -M | | | | |
| Windermere | LAGS70222 | 117067 | | Monthly | Monthly | | | | | Monthly | Monthly | | 100K Measure -M | | | | |

Part II
Specific Conditions (continued)

| Table II-1 | |
|--|--|
| Raw Sewage Sludge | |
| (Hazardous Characteristics Testing) | |
| Parameter | Sampling Frequency |
| TCLP Metals (As, Ba, Cd, Cr, Pb, Se, Ag) Hg Volatile Organics Semi-Volatile Organics Pesticides Herbicides | Once during the 5-year life of the permit within one year of the effective date of the permit. |
| PCB (Total) | Once during the 5-year life of the permit within one year of the effective date of the permit. |

2. The permittee shall provide the out-of-state sewage sludge receiving facility with any additional information that is necessary to comply with the requirements of the permit issued to the receiving facility.
3. All samples and measurements taken for the purpose of laboratory analysis shall be representative of the monitored activity and shall be in accordance with the methods referenced in LAC 33:IX.7301.1.

ATTACHMENT II
INSTRUCTIONS FOR EFFLUENT ANALYSIS
See LABORATORY ACCREDITATION on Page 13

In order to process applications for wastewater discharge facilities that have been identified as a Major facility (i.e. discharge over or have a design capacity greater than 1 MGD) we will need supplemental information regarding toxic pollutants to fulfill our requirements. Therefore, you must submit the information listed in this attachment on Table No. 1.

Table No. 1 must be used to submit the analysis. This application will not be considered administratively complete unless Table No. 1 is completed. The table includes EPA approved test methods with appropriate minimum quantification levels (MQL), for your review and use. We recommend that you provide a copy of this **Attachment II and Table No. 1** to your laboratory when requesting the effluent analysis.

Please be aware that all analyses must be performed at the minimum level of sensitivity as listed in Table No. 1. The analyses must demonstrate that an acceptable calibration point as low as the specified MQL was used or a check standard equal to the MQL that is within 25% of the known value. Test procedures must conform to approved EPA methodology listed in 40 CFR Part 136.

If similar scans were performed within two (2) years prior to the date of submittal of this application and the reported results conform to the instructions detailed above, that information may be submitted with this application. However, if the scan was performed prior to two (2) years, the results of a more recent analysis should be submitted along with this application. **NOTE: If available, the results of more than one scan may be submitted with this application.**

The data requested in this attachment and Table No. 1 shall be submitted to this Office along with the permit application information so that we may proceed with issuance of a permit for this facility. You must include copies of the laboratory results and detection levels and certification that QA/QC procedures were implemented. This information will be considered in the evaluation and processing of the permit for your facility. If you have any questions regarding these requirements, please contact DEQ Customer Assistance at (888) 763-5424.

The permittee is required to analyze the effluent discharge from the referenced facility for each pollutant listed in Table No. 1, Sample Laboratory Analysis Format, in accordance with the following instructions:

- A. Effluent samples, for the analysis of toxic pollutants (except volatile compounds), shall consist of at least twelve (12) aliquots collected at equal intervals over a representative twenty-four (24) hour period and composited according to flow. When composite samples are inappropriate due to sampling methods, holding time, or analytical constraints, four (4) grab samples taken at equal intervals over a representative twenty-four (24) hour period are acceptable.

For the sampling of (toxic) volatile compounds using EPA Methods 601, 602, 603, 624, 1624, or any other 40 CFR Part 136 method approved after the effective date of the permit, the permittee may use one of the following methods:

- (1) For "**24-hour composite**" sampling, the permittee shall manually collect four (4) aliquots at regular intervals during the actual hours of discharge during the 24-hour sampling period using sample collection, preservation, and handling techniques specified in the appropriate test method. These aliquots must be combined in the laboratory immediately before analysis. To composite these aliquots, see the instructions for the test method selected in Method 601 (Section 10.4), Method 602 (Section 10.4), Method 603 (Section 10.4), Method 624 (Section 11.4), or Method 1624 (Section 10.3). Each aliquot is poured into a syringe. The plunger is added, and the volume is adjusted to 1-1/4 ml. Each aliquot (1-1/4 ml) is injected into the purging chamber (total 5 ml). After four (4) injections, the chamber is

ATTACHMENT II
INSTRUCTIONS FOR EFFLUENT ANALYSIS (cont.)

purged. Only one analysis or run is required since the aliquots are combined prior to analysis.

The daily determination of mass (lbs/day) shall be the product of the daily concentration ($\mu\text{g/L}$) determined above times 0.001 times the density correction factor (8.34 lbs/gal) times the daily flow (MGD) occurring during the 24-hour sampling period.

- (2) For "**grab**" sampling, the permittee may collect at least four (4) separate and discrete grab samples at regular intervals during the actual hours of discharge during the 24-hour sampling period. A separate analysis shall be conducted for each discrete grab sample following the approved test methods.

The daily determination of concentration shall be the arithmetic average (weighted by flow) of all grab samples collected during the sampling day. All other provisions of the preceding paragraph shall apply where applicable.

- B. The permittee shall **report each metal as a TOTAL metal** in accordance with the procedure described in 40 CFR §136.3, Table IB, footnote 3.
- C. In addition to the pollutants listed in this attachment and Table No. 1, provide at least one effluent analysis for any pollutant listed in Chapter 71 of the Water Quality Regulations, Appendix D, Table V, that you know or suspect is discharged to the receiving stream.

The permittee shall provide any quantitative effluent data collected in the past three years for the pollutants listed in Chapter 71 of the Water Quality Regulations, Appendix D, Tables II, III, and IV.

The permittee shall collect, preserve, and analyze each pollutant in accordance with EPA approved methods in 40 CFR Part 136.

Before analyzing the effluent, **PLEASE NOTE**, that each pollutant listed in Table No. 1 has a Minimum Quantification Level (MQL) developed by EPA, Region 6, for proper evaluation of that pollutant. All analyses must be performed at the minimum level of sensitivity as listed in Table No. 1. The analyses must demonstrate that an acceptable calibration point as low as the specified MQL was used or a check standard equal to the MQL that is within 25% of the known value. Test procedures must conform to approved EPA methodology listed in 40 CFR Part 136.

Please analyze each pollutant on this list in accordance with the suggested test method at the specified MQL. We will consider a nondetectable level (zero effluent concentration) as equal to or less than the listed MQL. For those pollutants with reported laboratory method detection levels greater than the MQL listed in Table No. 1, we will:

- A. Consider the pollutant to be potentially present in the effluent, and
- B. Those pollutants which are State regulated will be evaluated for potential exceedance of the State's water quality criteria, where applicable. Effluent limitations will be included in the permit for any pollutant which exceeds the State's water quality criteria for that pollutant.

The permittee shall submit a written certification, from the laboratory analyzing the effluent, certifying that each pollutant was analyzed in accordance with the appropriate quality control procedures described in 40 CFR 136.

METALS, CYANIDE AND TOTAL PHENOLS
Note: The following metals must be expressed as total metals.

| Pollutant Name | Monthly Avg Results µg/l | Daily Max. Results µg/l | Lab Detection Level µg/l | EPA Required MQL µg/l | EPA Test Method | Pollutant Name | Monthly Avg Results µg/l | Daily Max. Results µg/l | Lab Detection Level µg/l | EPA Required MQL µg/l | EPA Test Method |
|-----------------|--------------------------|-------------------------|--------------------------|-----------------------|-----------------|-------------------|--------------------------|-------------------------|--------------------------|-----------------------|-----------------|
| Antimony | | | | 60 | | *Mercury | | | | 0.005 | |
| *Arsenic | | | | 5 | | *Lead | | | | 2 | |
| Beryllium | | | | 0.5 | | *Nickel (fresh) | | | | 5 | |
| *Cadmium | | | | 1 | | *Nickel (marine) | | | | 5 | |
| *Chromium (III) | | | | 10 | | Selenium | | | | 5 | |
| *Chromium (VI) | | | | 10 | | Silver | | | | 0.5 | |
| Total Chromium | | | | 10 | | Thallium | | | | 0.5 | |
| *Copper | | | | 3 | | *Zinc | | | | 20 | |
| Cyanide (total) | | | | 10 | | *Phenols, Total** | | | | 5 | |

** - Total Phenol must be measured in accordance with the 4-Aminoantipyrine (4AAP) method.

VOLATILE COMPOUNDS

| Pollutant Name | Monthly Avg Results µg/l | Daily Max. Results µg/l | Lab Detection Level µg/l | EPA Required MQL µg/l | EPA Test Method | Pollutant Name | Monthly Avg Results µg/l | Daily Max. Results µg/l | Lab Detection Level µg/l | EPA Required MQL µg/l | EPA Test Method |
|---------------------------|--------------------------|-------------------------|--------------------------|-----------------------|-----------------|---------------------------|--------------------------|-------------------------|--------------------------|-----------------------|-----------------|
| Acrolein | | | | 50 | | Chloroform | | | | 10 | |
| Acrylonitrile | | | | 20 | | 1,1-Dichloroethane | | | | 10 | |
| *Benzene | | | | 10 | | *1,2-Dichloroethane (EDC) | | | | 10 | |
| *Bromodichloromethane | | | | 10 | | 1,1-Dichloroethene | | | | 10 | |
| *Bromoform | | | | 2 | | 1,2-Dichloropropane | | | | 10 | |
| *Carbon Tetrachloride | | | | 50 | | 1,3-Dichloropropylene | | | | 10 | |
| Chloroethane | | | | 10 | | *Ethyl Benzene | | | | 10 | |
| 2-chloroethoxyvinyl ether | | | | 10 | | *Dibromochloromethane | | | | 10 | |
| Chlorobenzene | | | | 10 | | | | | | | |

VOLATILE COMPOUNDS (cont.)

| Pollutant Name | Pollutant Analysis Results µg/l | Lab Detection Level µg/l | EPA Required MOL µg/l | EPA Test Method | Pollutant Name | Pollutant Analysis Results µg/l | Lab Detection Level µg/l | EPA Required MOL µg/l | EPA Test Method |
|----------------------------------|------------------------------------|-----------------------------|--------------------------|-----------------|-------------------------|------------------------------------|-----------------------------|--------------------------|-----------------|
| *Methylene Chloride | | | 10 | | *1,1,1-Trichloro-ethane | | | 10 | |
| Methyl Bromide (Bromomethane) | | | 20 | | *1,1,2-Trichloro-ethane | | | 10 | |
| *Methyl chloride (Chloromethane) | | | 50 | | *Tetrachloroethene | | | 10 | |
| *1,1,2,2-Tetrachloro-ethane | | | 50 | | *Toluene | | | 10 | |
| 1,2-Trans-Dichloro-ethene | | | 10 | | *Trichloroethene | | | 10 | |
| | | | | | *Vinyl Chloride | | | 10 | |

ACID COMPOUNDS

| Pollutant Name | Pollutant Analysis Results µg/l | Lab Detection Level µg/l | EPA Required MOL µg/l | EPA Test Method | Pollutant Name | Pollutant Analysis Results µg/l | Lab Detection Level µg/l | EPA Required MOL µg/l | EPA Test Method |
|-----------------------------|------------------------------------|-----------------------------|--------------------------|-----------------|-----------------------|------------------------------------|-----------------------------|--------------------------|-----------------|
| *2-Chlorophenol | | | 10 | | Pentachlorophenol | | | 5 | |
| 4-Chloro 3-Methyl phenol | | | 10 | | Phenol | | | 50 | |
| *2,4-Dichlorophenol | | | 10 | | 2,4,6-Trichlorophenol | | | 50 | |
| 2,4-Dimethylphenol | | | 10 | | | | | | |
| 2,4-Dinitrophenol | | | 50 | | | | | | |
| 2-Methyl 4,6-dinitro-phenol | | | 50 | | | | | | |
| 2-Nitrophenol | | | 20 | | | | | | |
| 4-Nitrophenol | | | 50 | | | | | | |

PESTICIDES

| Pollutant Name | Pollutant Analysis Results µg/l | Lab Detection Level µg/l | EPA Required MOL µg/l | EPA Test Method | Pollutant Name | Pollutant Analysis Results µg/l | Lab Detection Level µg/l | EPA Required MOL µg/l | EPA Test Method |
|--|------------------------------------|-----------------------------|--------------------------|-----------------|--------------------|------------------------------------|-----------------------------|--------------------------|-----------------|
| *Aldrin | | | 0.01 | | *Dieldrin | | | 0.02 | |
| *Chlordane | | | 0.2 | | *Endosulfan I | | | 0.01 | |
| *DDD - 4,4 | | | 0.1 | | *Endosulfan II | | | 0.02 | |
| *DDE - 4,4 | | | 0.1 | | Endosulfan sulfate | | | 0.1 | |
| *DDT - 4,4 | | | 0.02 | | *Endrin | | | 0.02 | |
| *Heptachlor | | | 0.01 | | Endrin aldehyde | | | 0.1 | |
| Heptachlor epoxide | | | 0.01 | | *PCB - 1016 | | | 0.2 | |
| Hexachlorocyclohex-ane-alpha(BHC) | | | 0.05 | | *PCB - 1221 | | | 0.2 | |
| Hexachlorocyclohex-ane-beta(BHC) | | | 0.05 | | *PCB - 1232 | | | 0.2 | |
| Hexachlorocyclohex-ane-delta(BHC) | | | 0.05 | | *PCB - 1242 | | | 0.2 | |
| *Hexachlorocyclohex-ane-gamma(lindane) | | | 0.05 | | *PCB - 1248 | | | 0.2 | |
| | | | | | *PCB - 1254 | | | 0.2 | |
| | | | | | *PCB - 1260 | | | 0.2 | |
| | | | | | *Toxaphene | | | 0.3 | |

BASE / NEUTRAL COMPOUNDS

| Pollutant Name | Pollutant Analysis Results µg/l | Lab Detection Level µg/l | EPA Required MOL µg/l | EPA Test Method | Pollutant Name | Pollutant Analysis Results µg/l | Lab Detection Level µg/l | EPA Required MOL µg/l | EPA Test Method |
|-----------------------|------------------------------------|-----------------------------|--------------------------|-----------------|-------------------------------|------------------------------------|-----------------------------|--------------------------|-----------------|
| Acenaphthene | | | 10 | | Bis(2-chloroiso-propyl) ether | | | 10 | |
| Acenaphthylene | | | 10 | | 4-Bromophenyl phenyl ether | | | 10 | |
| Anthracene | | | 10 | | 2-Chloronaphthalene | | | 10 | |
| *Benzidine | | | 50 | | 4-Chlorophenyl phenyl ether | | | 10 | |
| Benzo(a) anthracene | | | 5 | | Chrysene | | | 5 | |
| 3,4-Benzofluoranthene | | | 10 | | Dibenzo(a,h)anthracene | | | 5 | |
| Benzo(k) fluoranthene | | | 5 | | | | | | |
| Benzo(a) pyrene | | | 5 | | | | | | |
| Di-n-butylphthalate | | | 10 | | | | | | |

BASE / NEUTRAL COMPOUNDS (cont.)

| Pollutant Name | Pollutant Analysis Results | Lab Detection Level | EPA Required MQL | EPA Test Method | Pollutant Name | Pollutant Analysis Results | Lab Detection Level | EPA Required MQL | EPA Test Method |
|-----------------------------|----------------------------|---------------------|------------------|-----------------|---------------------------|----------------------------|---------------------|------------------|-----------------|
| Benzo(ghi)perylene | | | 20 | | 1,3-Dichlorobenzene | | | 10 | |
| Benzyl butyl phthalate | | | 10 | | 1,4-Dichlorobenzene | | | | |
| Bis(2-chloroethoxy)ether | | | 10 | | p-Dichlorobenzene | | | 10 | |
| Bis(2-chloroethoxy) methane | | | 10 | | 3,3-Dichlorobenzidine | | | 5 | |
| Bis(2-ethylhexyl) phthalate | | | 10 | | Diethyl phthalate | | | 10 | |
| Di-n-octylphthalate | | | 10 | | Dimethyl phthalate | | | 10 | |
| 1,2-Diphenylhydrazine | | | 20 | | 2,4-Dinitrotoluene | | | 10 | |
| Flouranthene | | | 10 | | 2,6-Dinitrotoluene | | | 10 | |
| Flourene | | | 10 | | Isophorone | | | 10 | |
| *Hexachlorobenzene | | | 5 | | Naphthalene | | | 10 | |
| *Hexachlorobutadiene | | | 10 | | Nitrobenzene | | | 10 | |
| Hexachlorocyclopentadiene | | | 10 | | N-Nitrosodimethylamine | | | 50 | |
| Hexachloroethane | | | 20 | | N-Nitrosodiphenylamine | | | 20 | |
| Indeno(1,2,3-cd)pyrene | | | 5 | | N-nitrosodi-n-propylamine | | | 20 | |
| 1,2-Dichlorobenzene | | | 10 | | Phenanthrene | | | 10 | |
| | | | | | Pyrene | | | 10 | |
| | | | | | 1,2,4-Trichlorobenzene | | | 10 | |

HAZARDOUS SUBSTANCES

| Pollutant Name | Pollutant Analysis Results | Lab Detection Level | EPA Required MQL | EPA Test Method | Pollutant Name | Pollutant Analysis Results | Lab Detection Level | EPA Required MQL | EPA Test Method |
|--|----------------------------|---------------------|------------------|-----------------|--------------------|----------------------------|---------------------|------------------|-----------------|
| *2,4-D (2,4-Dichlorophenoxy acetic acid) | | | 10 | | *2,4,5-TP (Silvex) | | | 4 | |

FOOTNOTE: *These pollutants are regulated under LAC, Title 33, Part IX, Chapter 11, Louisiana Water Quality Standards.

ATTACHMENT “A”

**Proposal Pricing Sheet
RFP#25-1-3
Laboratory Testing**

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: _____

| Wastewater Sample Analyses | | | |
|-----------------------------------|------------------------------|----------------------|--------------|
| Parameter | Estimated No. in 2025 | Cost Per Test | Total |
| BOD | 450 | \$ | \$ |
| CBOD | 425 | \$ | \$ |
| TSS | 795 | \$ | \$ |
| COD | 20 | \$ | \$ |
| Ammonia | 420 | \$ | \$ |
| Fecal Coliform | 735 | \$ | \$ |
| Oil & Grease | 150 | \$ | \$ |
| Total Dissolved Solids | 15 | \$ | \$ |
| Copper | 20 | \$ | \$ |
| Lead | 5 | \$ | \$ |
| Zinc | 20 | \$ | \$ |
| Sulfate | 8 | \$ | \$ |
| Total Chlorides | 8 | \$ | \$ |
| Mercury | 30 | \$ | \$ |
| TKN | 150 | \$ | \$ |
| Total Nitrogen | 150 | \$ | \$ |
| Nitrate | 150 | \$ | \$ |
| Nitrite | 150 | \$ | \$ |
| Phosphorous | 150 | \$ | \$ |
| Chloride | 15 | \$ | \$ |
| Ceriodaphnia dubia | 8 | \$ | \$ |

| | | | |
|---|-------------|------------------|-----------|
| Pimephales promelas | 8 | \$ | \$ |
| Menidia beryllina | 8 | \$ | \$ |
| Mysidopsis bahia | 8 | \$ | \$ |
| Low Level Mercury (Clean Hands for Sewer) Effluent EPA Method 1631 | 8 | \$ | \$ |
| Sewer Influent Mercury Standard Method 245.7 | 7 | \$ | \$ |
| LPDES Renewal Testing for Toxic Substances Table One Only | 7 | \$ | \$ |
| TCLP - d list | 1 | \$ | \$ |
| Total: | 3912 | Subtotal: | \$ |

| Sludge Sample Analyses | | | |
|-------------------------------|----------------------------------|----------------------|--------------|
| Parameter | Estimated No. in 2025 | Cost Per Test | Total |
| Ammonia Nitrogen | 5 | \$ | \$ |
| Fecal Coliform (MPN) | 5 | \$ | \$ |
| pH | 5 | \$ | \$ |
| Total Solids (weight percent) | 5 | \$ | \$ |
| Total Arsenic | 5 | \$ | \$ |
| Total Barium | 5 | \$ | \$ |
| Total Silver | 5 | \$ | \$ |
| Total Cadmium | 5 | \$ | \$ |
| Total Chromium | 5 | \$ | \$ |
| Total Copper | 5 | \$ | \$ |
| Total Kjeldahl Nitrogen | 5 | \$ | \$ |
| Total Lead | 5 | \$ | \$ |
| Total Mercury | 5 | \$ | \$ |
| Total Molybdenum | 5 | \$ | \$ |
| Total Nickel | 5 | \$ | \$ |
| Total PCBs | 5 | \$ | \$ |
| Total Selenium | 5 | \$ | \$ |
| Volatile Organics | 5 | \$ | \$ |
| Semi Volatile Organics | 5 | \$ | \$ |
| Pesticides | 5 | \$ | \$ |
| Herbicides | 5 | \$ | \$ |
| Total Zinc | 5 | \$ | \$ |
| Total: | 110 | Subtotal: | \$ |

| Drinking Water Sample Analyses | | | |
|--|------------------------------|----------------------|--------------|
| Parameter | Estimated No. in 2025 | Cost Per Test | Total |
| Conductivity (as TDS) | 12 | \$ | \$ |
| P Alkalinity | 12 | \$ | \$ |
| M Alkalinity | 12 | \$ | \$ |
| Total Hardness | 12 | \$ | \$ |
| Total Iron | 12 | \$ | \$ |
| Total Manganese | 12 | \$ | \$ |
| Total Phosphorous | 12 | \$ | \$ |
| Water Quality Parameter Packet for Drinking Water as a Result of Lead /Copper Violations | 7 | \$ | \$ |
| Total: | 91 | Subtotal: | \$ |

Contractor: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Total annual amount (Dollars): \$ _____

Total annual amount (Written): _____

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____

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: Laboratory

Testing Project/Quote/Bid#: 25-1-3

*****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. **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
Laboratory Testing
RFP # 25-1-3

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 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



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 |
|----------|--|---|---|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY | | | | | | 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 | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | 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) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR | | | | | | AGGREGATE \$ |
| | EXCESS LIAB | | | | | | \$ |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | |
| | DED | | | | | | |
| | RETENTION \$ | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | 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