



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# 25-11-3 – HVAC Maintenance

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 2:00 pm CST on Wednesday, December 10, 2025**. Each response will be evaluated by designated Parish personnel after the submission deadline.

A non-mandatory pre-proposal site visit will be held as indicated below.

On Tuesday, November 18, 2025, at 9:00 AM, we will meet at the following locations in the order listed below:

- **Koop Campus Bldg. B - Meet at the Main Entrance of Building B.
21454 Koop Drive
Mandeville, LA 70471**
- **Safe Haven Complex - Meet at the Guard Shack/Main Entrance.
23515 Hwy 190
Mandeville, LA 70448**
- **Towers Building Complex - Meet at the Entrance by the parking lot.
520 Old Spanish Trail
Slidell, LA 70459**

On Wednesday, November 19, 2025, at 9:00 AM, we will meet at the following locations in the order listed below:

- **Justice Center Complex - Meet at the North side of the building entrance.**
701 N. Columbia Street
Covington, LA 70433
- **EOC Complex - Meet at the Main Entrance.**
510 E. Boston Street
Covington, LA 70433
- **Tyler Street Complex - Meet at the Main Entrance.**
620 N. Tyler Street
Covington, LA 70433

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
HVAC MAINTENANCE



RFP Number: 25-11-3

Proposal Opening Date: Wednesday, December 10, 2025

Proposal Opening Time: 2:00 PM

October 28, 2025

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Attachment “B” – Sample Contract

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REQUEST FOR PROPOSAL FOR HVAC MAINTENANCE

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 maintenance services to maintain HVAC (heat, ventilation, and air conditioning) systems at specified Parish facilities. 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	November 5, 2025	8:00 AM
2. Pre-Proposal Conference (if required):*	November 18, 2025	9:00 AM
* 5.3.1 Pre-proposal Conference	November 19, 2025	9:00 AM
3. Deadline to receive written inquiries	December 1, 2025	2:00PM

4. Deadline to answer written inquiries	December 5, 2025	2:00PM
5. Proposal Opening Date (deadline for submitting proposals)	December 10, 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=185>

NOTE: LaPAC is the State’s online electronic solicitation notification system on the Office of State Procurement website. LaPAC provides an immediate e-mail notification to subscribing Providers of a STPGOV solicitation and any addenda posted. To receive the e-mail notification, Providers must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpProvider.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: HVAC MAINTENANCE**
- X **RFP #: 25-11-3**
- X **Proposal Opening Date: WEDNESDAY, DECEMBER 10, 2025**

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

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

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

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

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

1.5 Proposal Response Format

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

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

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

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

The cover letter should also:

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

- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, related services provided to government entities, existing customer satisfaction, volume of merchants, etc. Proposer should specifically provide a description of all relevant consulting assignments similar to the Project requested herein which have been completed by the Proposer within the last three (3) years ("Recent Projects").
- The description of any such Recent Projects should include the following:
1. Name of the client;
 2. Year of the assignment and length of time to complete the project;
 3. Nature of the services rendered; and
 4. Professionals assigned to the project who are also proposed to serve on this assignment.
- D. **Proposed Solution/Technical Response**: Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- E. **Innovative Concepts**: Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal: Proposer's fees and other costs, if any, shall be submitted on Attachment "A"**. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish.
- H. **References**: Proposer should provide names, addresses, telephone numbers and contact persons for five (5) other public jurisdictions for which comparable services have recently been rendered, including a description of the services provided.
- I. **Customer Service**: Each Proposer should submit a provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- J. **Resumes**: Each Proposer should submit resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this Project, including those of subProviders, if any.
- K. **Additional Information**: Each Proposer should submit any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.
- L. **Acknowledgment and Waiver**: Proposer shall execute and have notarized an Acknowledgment and Waiver (Attachment "C" hereto).

- M. **Multiple Copies of Response:** Each Proposer shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided and **one (1) electronic copy via USB or CD.**

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

This is a FULL-SERVICE MAINTENANCE CONTRACT. All HVAC hardware, software, controls, and building automation systems listed in the RFP are the complete responsibility of the Provider, unless explicitly excluded in writing. Additionally, all associated ventilation ductwork, chilled water piping, boiler/hot water piping, and water treatment equipment are not excluded and remain a part of this contract. The Provider shall maintain all hardware and software in premium operating condition, and operating at the highest efficiency. The Provider shall be 100% responsible for the cost of ALL labor, parts, materials, air filters, tools, etc., to provide the maintenance and repairs to the listed equipment. All replacement parts are to be new from the manufacturer. The Parish will not accept any used/refurbished/rebuilt motors and parts unless agreed upon by St. Tammany Parish Government (STPG). If a part is obsolete, the Provider shall replace the equipment to match the existing specifications of the failed unit, and at no additional cost to the Parish. Proactive replacements of major equipment (chillers, boilers, air handlers, etc.) are not considered a part of this contract, and the Parish expects to cover those costs under separate project tasks.

The intent of the RFP is for the Parish to solicit proposals to contract a service company to maintain the HVAC (Heating, Ventilating, and Air Conditioning) systems at multiple Parish locations. Provider shall furnish all personnel, parts, materials, test equipment, tools, and services in conformance with the terms and conditions.

It is **not** the intent of the RFP to outline required maintenance practices and/or procedures, but to establish a very high level of performance for the Provider. The Provider shall be held accountable for the HVAC systems, as outlined herein; therefore, it is the intent of this Request for Proposals to allow the Provider the flexibility to develop, implement, and perform a Comprehensive Preventive Maintenance Program (Maintenance Program) within certain limitations, such as:

- Access to certain equipment during normal facility hours;
- Required performance standards relating to the reliability of the systems and safety; and
- Approval of the Provider's Safety Program.

Provider shall provide an example of a written Preventive Maintenance Schedule that would include chillers, towers, air handlers, pumps and exhaust fans, boilers, etc., when submitting their proposal for evaluation prior to award.

Provider is responsible for dating all filters that are replaced during a service visit and shall write the date on which it was replaced in black ink.

Provider shall provide chemical treatment reports to the chill water plants that require chemical treatment within two (2) weeks.

This RFP covers only that equipment as listed herein, and in the event the system is altered, changed, or equipment is added or not included in the specification, that portion shall be added or deleted as required and shall be in accordance with this RFP.

A list of equipment included at each site will be noted in Appendices A, B, C, D, E, F, G, and H.

Responsibilities

Annual Inspections and Service

Provider shall perform an annual inspection of the equipment included in the HVAC Maintenance Contract. An annual inspection report outlining the make, model, type, condition, age, life expectancy, location, and the services performed on each unit, at the time of inspection, will be required annually for the Parish records. Smaller hardware, such as exhaust fans and VAVs, may be excluded from the report. The report is intended to include larger equipment such as air handlers, condensers, chillers, boilers, pumps, and other major hardware. Proposer shall work with Parish to establish a list of equipment to be included in the report at each location.

The Provider must perform an annual comprehensive service/cleaning and report on each cooling tower and associated pumps and hardware listed in the contract. This service should be scheduled during cooler months. A report shall be provided to the Parish of the results of this inspection.

The Provider must perform an annual comprehensive inspection of chillers and associated pumps, and hardware. The service shall include, but is not limited to: oil sample analysis, vibration test, tubes brushed/cleaned, pumps cleaned, and equipment leak checks. A report shall be provided to the Parish of the results of this inspection. This service shall be scheduled in the cooler months of the year.

The Provider must perform an annual comprehensive inspection of boilers and associated pumps, and hardware. The service shall include, but is not limited to: internal and external cleansing, flue gas analysis, combustion tuning, and operations and hardware check. Cleaning associated pumps as required. A report shall be provided to the Parish of the results of this inspection. This service shall be scheduled during the warmer months of the year.

Guarantees

The Provider shall maintain all instrumentation devices and systems in complete operating condition, subject to the approval of the Parish. The Proposer, in effect, will guarantee these systems for the term of this contract.

The Provider shall provide full maintenance and service of the entire system including the replacement of the parts and materials for the entire term of the contract for any failures with the exception of those proven to be beyond the Provider 's control and as a direct result of but, not limited to acts government, strikes, lockouts, fire, explosion, riot, civil commotion, war, malicious mischief, flood, and other acts of God. The cost of this maintenance and service shall be included in the cost of this contract.

Non-Performance

- Failure to repair vital HVAC equipment within two (2) days.
- Failure to answer calls and respond within four (4) hours.
- Falsifying records.

- Failure to correct recurring problems after not more than three (3) attempts.
- Failure to submit service records at the time of service.
- Failure to submit test analysis reports within two (2) weeks.
- Failure to perform annual vibration analysis on equipment specified.
- Failure to replace filters as scheduled.
- Failure to schedule and complete scheduled, quarterly, semi-annual preventive maintenance.
- Failure to communicate with the Parish Director of Facilities Management or representative on a daily and/or a needed basis by email or telephone.
- Non-compliance with minimum performance standards.

The owner reserves the right to have a consultant examine and provide a written report on conditions as found. If such conditions are not corrected within thirty (30) days by the Provider or the Provider cannot furnish a valid documented reason for the delay, the owner reserves the right to employ another HVAC Provider to complete the work. The accumulated cost of such expenditures will be billed to the current HVAC Provider.

The Parish reserved the right to suspend payments at regular monthly billing rates and/or terminate the contract for non-compliance.

Comprehensive Maintenance Program Plan

Provider shall develop and provide the Parish a Comprehensive Preventive Maintenance Program (Maintenance Program) for the equipment at each location and demonstrate the ability and resources to competently manage the program. This program shall include at least 2 semiannual inspections of all equipment and quarterly filter change-outs to all air handlers, air handler rooftop units and split systems at each site. Filters are to be dated upon change-out. MERV 8 filters are the minimum allowed MERV-rated pleated filters.

Additionally, this maintenance plan shall include an annual calibration and alignment of controls associated with the building automation system and HVAC Systems.

It is the intent of this proposal to rely on the outside expertise of the Provider to eliminate deferred maintenance in the facility and improve the condition and reliability of the existing equipment.

Provider shall develop various alternatives for the coordination and scheduling of the Maintenance Program that shall take into consideration the facility schedule for each location. Access schedules to the equipment for performing preventive maintenance must be provided for Parish approval. The Parish shall provide reasonable and safe access to all equipment.

Safety Program

Provider shall implement and maintain a safety program. The safety program shall be submitted to and approved by the Parish.

All of the HVAC equipment currently housed in each of the locations shall remain Parish property. Any repairs to the current equipment, and all equipment added/replaced by the Provider, shall become the property of the Parish.

Provider shall be the Prime Provider and shall assume total responsibility for all services performed. Proposer shall be the sole point of contact for all contractual matters, payments, and

services. The Parish reserves the right to withhold contractual payments in lieu of services not provided per the contractual obligations.

Sub-Contracting of Maintenance Work

The Provider will not sub-contract any of the work without first seeking and obtaining permission by the St. Tammany Parish Government Department of Facilities Management.

Definitions

Service Call – A request for service at any time for any reason relating to the Heating, Ventilation or Air Conditioning equipment at the facility listed.

Emergency Service and Repair Call – When the conditioned space does not meet design conditions (temperature and humidity), a request shall be defined as an Emergency Repair Call.

Urgent Service and Repair Call – When the chief operating engineer becomes aware of HVAC system deficiencies or malfunctions, such as unusual noise or vibration, unusual odors or notices abnormal levels of condition in compressor oil sight glasses, a request shall be defined as an Urgent Repair Call.

Corrective Maintenance Service and Repair Call – Corrective Maintenance Service and Repair Calls shall be defined as those resulting from preventative maintenance and inspection, Emergency Service and Repair Calls and Urgent Service and Repair Calls. All corrective maintenance service and repair calls shall be documented on a service call ticket with a detailed explanation of the call to include: who, what, when, where, cause and corrective action taken. Service call tickets will be sent to the site supervisors and Facility Administration Management no later the 48 hours after the service has been provided.

Provider Response Time

The Provider shall have the capability to respond to a Service Call 24 hours a day, seven days a week and shall do so within one hour. The result of the service call must be corrected within 24 hours, including weekends and holidays. The Parish reserves the right to extend the 24-hour period.

HVAC Service Technicians and Helpers

For the purpose of this Request for Proposal the term “HVAC Service Technician” shall apply to any of the Provider’s employees who respond to a service call. The term HVAC Service Technicians Helper shall apply to any of the Provider’s employees who are utilized to assist an HVAC Service Technician.

The following requirements shall be considered the minimum standards for HVAC Service Technicians and HVAC Service Technician Helpers of the Provider shall be qualified to provide services under this contract, and shall be prerequisites to any award. All services performed shall be performed by qualified and trained service personnel.

All HVAC Service Technicians performing maintenance contract work, under this Request for Proposal, shall have a broad range of experience, including performing preventative maintenance and troubleshooting on control systems, distribution systems, centrifugal chillers, packaged roof top systems, window units, split systems, heating systems, and pneumatic and electric controls.

All HVAC Service Technician Helpers shall have general experience in HVAC work. Helpers may be utilized to assist HVAC Service Technicians. Helpers may not perform HVAC service technician tasks unless said tasks are performed under the direct supervision of a HVAC Service

Technician. Helpers may not perform any maintenance tasks unless an HVAC Service Technician is in the building.

All HVAC Service Technicians and Helpers shall be neatly dressed in company uniforms with the company logo and the Technician's or Helper's name clearly displayed. The HVAC Service Technician and Helpers shall be neat and presentable at all times. HVAC Service Technicians and Helpers shall display a helpful, friendly, and cooperative attitude.

All Providers submitting a proposal will have an opportunity to survey and inspect all equipment covered at each facility.

There will be a site visit meeting to review all the equipment to be covered.

***5.3.1 Pre-proposal Conference**

2.2 Period of Agreement

The term of the contract will be from the date the Notice to Proceed is issued by the Department of Facilities Management through December 31, 2026, with the option of two (2) additional one (1) year renewals, if the Parish and Provider agree. A notice of intent to renew would be issued in writing by the Parish.

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

- Koop Campus Bldg. A
21490 Koop Drive
Mandeville, LA 70471
- Koop Campus Bldg. B
21454 Koop Drive
Mandeville, LA 70471
- Koop Campus Bldg. C
21410 Koop Drive
Mandeville, LA 70471
- Towers Building Complex
520 Old Spanish Trail
Slidell, LA 70459

- Justice Center Complex
701 N. Columbia Street
Covington, LA 70433
- EOC Complex
510 E. Boston Street
Covington, LA 70433
- Tyler Street Complex
620 N. Tyler Street
Covington, LA 70433
- Safe Haven Complex
23515 Hwy 190
Mandeville, LA 70448

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-2.

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.

The number of points awarded to each Proposer for **Overall Cost and Fees** will be determined by applying the cost scoring formula.

$$\text{Cost Score} = \left(\frac{\text{Lowest Proposed Price}}{\text{Proposer's Price}} \right) * \text{Max Points}$$

The Proposer with the lowest price will receive the full maximum points available for cost. All other Proposers will receive a proportionate share of the points, based on how much higher their proposed price is compared to the lowest price.

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 circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

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

"The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be

disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of St. Tammany shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of St. Tammany's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

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

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

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

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

5.3 Proposal Clarifications Prior to Submittal

5.3.1 Pre-proposal Conference

A Pre-proposal Conference will be held on the date and times below. Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

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

A non-mandatory pre-proposal site visit will be held as indicated below.

On Tuesday, November 18, 2025, at 9:00 AM, we will meet at the following locations in the order listed below:

**Koop Campus Bldg. B - Meet at the Main Entrance of Building B.
21454 Koop Drive
Mandeville, LA 70471**

**Safe Haven Complex - Meet at the Guard Shack/Main Entrance.
23515 Hwy 190
Mandeville, LA 70448**

**Towers Building Complex - Meet at the Entrance by the parking lot.
520 Old Spanish Trail
Slidell, LA 70459**

On Wednesday, November 19, 2025, at 9:00 AM, we will meet at the following locations in the order listed below:

**Justice Center Complex - Meet at the North side of the building entrance.
701 N. Columbia Street
Covington, LA 70433**

**EOC Complex - Meet at the Main Entrance.
510 E. Boston Street
Covington, LA 70433**

**Tyler Street Complex - Meet at the Main Entrance.
620 N. Tyler Street
Covington, LA 70433**

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, Providers and/or its representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the Contract is awarded.

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

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

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

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

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

5.4 Errors and Omissions in Proposal

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

5.5 Performance Bond

Omitted as not applicable to this RFP.

5.6 Changes, Addenda, Withdrawals

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

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

5.7 Withdrawal of Proposal

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

5.8 Material in the RFP

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

5.9 Waiver of Administrative Informalities

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

5.10 Proposal Rejection

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

5.11 Ownership of Proposal

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

5.12 Cost of Offer Preparation

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

5.13 Non-negotiable Contract Terms

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

5.14 Taxes

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

5.15 Proposal Validity

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

5.16 Prime Provider Responsibilities

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

5.17 Use of SubProviders

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

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

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

5.18 Written or Oral Discussions/Presentations

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

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

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

5.19 Acceptance of Proposal Content

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

5.20 Evaluation and Selection

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

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

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

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

5.21 Contract Negotiations

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

5.22 Contract Award and Execution

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

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

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

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **ten (10) calendar** days of delivery of it, the Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

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

The Parish intends to award to a single Proposer.

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

5.23 Acknowledgment and Waiver of Protest Rights

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

5.24 Notice of Intent to Award

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

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

5.25 Insurance Requirements

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

5.26 SubProvider Insurance

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

5.27 Indemnification and Limitation of Liability

5.27.1 Duty to Defend

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

5.27.2 Provider Liability

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

5.27.3 Force Majeure

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

5.27.4 Indemnification

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

5.27.5 Intellectual Property Indemnification

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

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

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

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

5.28 Fidelity Bond Requirements

Omitted as not applicable to this RFP.

5.29 Payment

5.29.1 Payment for Services

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

5.30 Termination

5.30.1 Termination of the Contract for Cause

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

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

5.30.2 Termination of the Contract for Convenience

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

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

5.30.3 Termination for Non-Appropriation of Funds

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

5.30.4 Default of Provider

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

5.31 Assignment

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

5.32 No Guarantee of Quantities

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

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

5.33 Audit of Records

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

5.34 Civil Rights Compliance

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

5.35 Record Retention

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

5.36 Record Ownership

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

5.37 Content of Contract/ Order of Precedence

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

5.38 Contract Changes

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

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

5.39 Substitution of Personnel

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

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

5.40 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this RFP. Jurisdiction and venue for any suit filed in connection with this RFP process and contract shall be exclusive to the 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 entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible Providers are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

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

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

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

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

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

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

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

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:
<http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:
<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:
https://lagoverpProvider.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/Provider/VndPubMain.cfm>

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

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

Proposer Status and Allotment of Reserved Points

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

ATTACHMENT A
RFP Pricing Sheet
HVAC Maintenance
RFP #: 25-11-3

Provider 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, Provider agrees that no work is to commence under any circumstance until the Provider is provided a notice to proceed by the Parish.

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

LOCATIONS	MONTHLY COST	ANNUAL COST
Koop Campus – Bldg. A - 21490 Koop Drive, Mandeville, LA 70471		
Koop Campus – Bldg. B - 21454 Koop Drive, Mandeville, LA 70471		
Koop Campus – Bldg. C - 21410 Koop Drive, Mandeville, LA 70471		
Towers Building Complex - 520 Old Spanish Trail, Slidell, LA 70459		
Justice Center Complex - 701 N. Columbia Street, Covington, LA 70433		
EOC Complex - 510 E. Boston Street, Covington, LA 70433		
Tyler Street Complex - 620 N. Tyler Street, Covington, LA 70433		
Safe Haven Complex - 23515 Hwy 190, Mandeville, LA 70448		

Provider: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Total annual amount (Dollars): \$ _____

Total annual amount (Written): _____

Provider Signature: _____ Date: _____

Provider Printed Name: _____

Appendix “A” Safe Haven Equipment List

2359 Sparrow Road, Mandeville, La.

Heating System- Boilers, pumps, heating coils, steam traps, water strainers, unit heaters, duct heaters, heat exchangers, tube bundles, cabinetry, humidifiers, etc. (ANY DEVICE, PART OR EQUIPMENT THAT IS USED FOR HEATING.)

Cooling System– Air conditioning compressors, evaporators, evaporative condensers, air-cooled condensers, cooling towers, cooling tower fans, pumps, water chillers, cooling coils, etc.(ANY DEVICE, PART OR EQUIPMENT THAT IS USED FOR COOLING.)

Air Handling System – Fans, motors, sheaves, shafts, pullies, bearings, dampers, induction units, VAV's, VAV mixing boxes, fan coil units, VFD's, contactors, controllers, etc. (ANY DEVICE, PART OR EQUIPMENT THAT IS USED FOR MOVING AIR.)

Miscellaneous Equipment– Exhaust fans, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor drives, belts, and electrical wiring from motor disconnect to their respective motor. (ANY DEVICE, PART OR EQUIPMENT THAT IS USED FOR PROPER OPERATION, REGULATION, COMMAND OR PARAMETER IDENTIFICATION OF THE HVAC SYSTEM.)

Chemical Water Treatment - Open loop condenser water system, closed loop condenser water, closed loop chilled water system, closed loop heating water system. Supply all equipment and chemicals and provide test results of proper conditions to STPG point of contact for our records.

Temperature Control System - Thermostats, pressure controllers, relays, limit switches, valve operators, damper motors, humidity controls, step switches, time clocks, controllers, capacity controls, safety controls, recorders, gauges, along with Building Automation Systems both Hardware and Software. (ASI System in Quad A and the Mechanical Plant) Building Automation System (ASI)- Control boards, hardware, software, sensors, sensor wells, cables, enclosures, transformers, expansions boards, All associated wiring, software updates, network, etc. (Currently only in QUAD A and Mechanical Plant)

The Provider is responsible for electrical wiring from the Breaker/Interrupter to the hardware listed in the contract.

The Proposer should be responsible to clean all the equipment listed, wet wash fans and blades with soap and water, and wet wash entire fan coil unit. All cleaned units are NOT to be put online until water, dirt and debris are properly vacuumed out so that it never enters the ductwork and flex lines. All drain pans are to be cleaned so that ALL DEBRIS is removed at least once a year.

Fan Coil Units by number to be included:

- Quad A units A1 – A9 *See note below: **(A7, A8, AND A9 are Exempt from coverage)**
- Quad B units B1 – B9
- Quad C units C1 – C9
- Quad D units D1 – D9 * See note below: **(D7, D8, AND D9 are Exempt from coverage)**
- Quad E units E1 – E2 * See note below: **(E1 – E2 are Exempt from coverage)**
- Quad G units G1 – G2

Mechanical plant equipment to be included:

- TRANE Chillers #1 and #2
- Chiller Water Pumps CWP #1 AND #2

- Boiler #1
- Hot Water Pumps HWP #1 and #2
- Hot Water Booster Pump HWBP #1
- Condenser Water Pumps CONWP #1 AND #2
- Cooling Towers CT#1 AND CT#2 (Associated Open Loop Pump, Tower Fan motor, bearings, drive train, etc.)
- Exhaust Fans MEF1 and MEF2

Variable Frequency Drives:

- Chill water pumps CWPVFD #1 and CWPVFD #2,
- Hot water pumps HWPVFD #1 and #2 HWPVFD

Domestic Hot Water Heaters and Return Pumps

- QUAD G Domestic Hot Water Heaters DHW G1 AND G2
- QUAD E Domestic Hot Water Heaters DHW E1 - E3
- QUAD G Return Water Pump RWP G1
- QUAD E Return Water Pump RWP E1

Rooftop Exhaust Fans

- * See note below: **All QUAD COMPLEX rooftop supply and exhaust fans ARE EXEMPT FROM THIS CONTRACT.**

NAMI Housing Facility (Houses only)

- 63052 Wren Way
- 63001 Wren Way
- 63046 Wren Way
- 63051 Hummingbird Lane
- 63069 Hummingbird Lane

*** The following components need to be re-evaluated by the Provider prior to exemption determination with reasons stating outcome.**

- A7, A8, AND A9
- D7, D8, AND D9
- E1 – E2
- All QUAD COMPLEX rooftop supply and exhaust fans

Appendix “B” Tyler Street Complex Equipment List

620 N. Tyler Street, Covington, La. 70433

Heating System- Boilers, pumps, heating coils, steam traps, water strainers, unit heaters, duct heaters, heat exchangers, tube bundles, cabinetry, humidifiers and all components contributing to proper building heating.

Cooling System- Air conditioning compressors, evaporators, evaporative condensers, air-cooled condensers, cooling towers, cooling tower fans, pumps, water chillers, cooling coils and all components contributing to proper building cooling.

Air Handling System – Fans, motors, sheaves, shafts, dampers, induction units, VAV mixing box pneumatic controllers, VAV mixing boxes and fan coil units, VFDs and all components contributing to moving/circulating air for the building.

Miscellaneous Equipment- Exhaust fans, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor drives, belts, and electrical wiring from motor disconnect to their respective motor.

Chemical Water Treatment - Open loop condenser water system, closed loop chilled water system, closed loop heating water system. Supply all equipment and chemicals 100%.

The Proposer should be responsible to clean all the equipment listed, wet wash fans and blades with soap and water, and wet wash entire fan coil unit. All cleaned units are NOT to be put online until water, dirt and debris are properly vacuumed out so that it never enters the ductwork and flex lines. All drain pans are to be cleaned so that ALL DEBRIS is removed at least once a year.

Hall of Excellence

SYSTEM #1: M) 38AKS008-501 S)1598G00023 Carrier 40 KW Electric Heat BELT DRIVEN
Air Handler

SYSTEM #2 M) 38AKS008-501 S)1898G00021 Carrier 40 KW Electric Heat BELT DRIVEN
Air Handler

OFFICE ALONG HALLWAY

SYSTEM #1: M)38AKS012-601 S)0895G00006 TRANE 40KW ELECTRIC HEAT BELT
DRIVEN
AIR HANDLER R22

SYSTEM #2: M) 38AKS008-601 S)4098G00041 TRANE 40KW ELECTRIC HEAT BELT
DRIVEN
AIR HANDLER R22

SYSTEM #3: M) 38AKS008-601 S)4098G00042 TRANE 40KW ELECTRIC HEAT BELT
DRIVEN
AIR HANDLER R22

TAMMANY UTILITIES CHECKERED FLOOR AND LAUNDRY/BREAK AREA

SYSTEM #1: M) 38ARS012-C511 S)3703G30049 CHECKERED FLOOR-40KW ELEC
HEAT BELT
DRIVEN R22 AIR HANDLER

SYSTEM #2: M) RANL-049JAZ S) 7842W100902603 RHEEM SPLIT SYSTEM UP-FLOW
10 KW
ELECTRIC HEAT LAUNDRY

SYSTEM #3: M)RXB24AXVJU S) K023495 DAIKIN MINISPLIT HEAT PUMP SERVING
BREAK
AREA

SIGN SHOP

SYSTEM #1: M) 38AKS008-501 S)1100G00025 Carrier 40 KW Electric Heat BELT
DRIVEN Air
Handler

FLEET MAINTENANCE

SYSTEM #1: M)38TKB024-301 S)2898E18336 Split system 10 kw electric heat horizontal
direct
drive A/H

SYSTEM #2: M)38TKB036-301 S)0798E08965 split system 15 kw electric heat horizontal
direct
drive A/H

Vehicle Maintenance

SYSTEM #1: M) RA1424AJINA S) W071725838 split system 10 kw electric heat
UPFLOW
direct drive A/H

SYSTEM #2: M) RANL-037JAZ S)7840W190905964 split system 10 kw electric heat
horizontal
direct drive A/H

Appendix “C” Justice Center Equipment List

701 N. Columbia St., Covington, LA 70433 (Building)

601 N. Jefferson Ave., Covington, LA 70433 (Parking Garage)

Equipment Included in the Justice Center Scope of Work:

Heating System- Boilers, pumps, heating coils, steam traps, water strainers, unit heaters, duct heaters, heat exchangers, tube bundles, cabinetry, humidifiers and all components contributing to proper building heating.

Cooling System– Air conditioning compressors, evaporators, evaporative condensers, air-cooled condensers, cooling towers, cooling tower fans, pumps, water chillers, cooling coils and all components contributing to proper building cooling.

Air Handling System – Fans, motors, sheaves, shafts, dampers, induction units, VAV mixing box pneumatic controllers, VAV mixing boxes and fan coil units, VFDs and all components contributing to moving/circulating air for the building.

Miscellaneous Equipment– Exhaust fans, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor drives, belts, and electrical wiring from motor disconnect to their respective motor.

Chemical Water Treatment - Open loop condenser water system, closed loop chilled water system, closed loop heating water system. Supply all equipment and chemicals 100%.

The Proposer should be responsible to clean all the equipment listed, wet wash fans and blades with soap and water, and wet wash entire fan coil unit. All cleaned units are NOT to be put online until water, dirt and debris are properly vacuumed out so that it never enters the ductwork and flex lines. All drain pans are to be cleaned so that ALL DEBRIS is removed at least once a year.

St. Tammany Parish Justice Center Equipment:

York – 600 ton Centrifugal chiller. Chiller model #YT Series (2 ea)

Chiller associated isolation valves & makeup/aerator systems

Baltimore Air Coil - Cooling tower 1200 ton/ 2 cell & bypass valves

Aurora - Centrifugal pumps 10 thru 40 hp (10 ea) & associated motors

Grundfos - 1/6 hp Circulating pump (hot water) (4ea)

Cleaver-Brooks - (2 ea) Gas boilers 3,500,000 BTU & makeup water system Central Plant Exhaust fans (7 ea)

Central Plant Supply fans (2 ea)

Air compressors/dryers & associated controls (2 ea)

Trane 2 stage DX 5 ton unit (1 ea)
Ruud - 120 gallon water
heaters (2 ea)
Smoke evac fans up to 50
hp (12 ea)
Smoke evac fans 50 to 75
hp (6 ea)
Chill water valves (18 ea)
Motor starters (57 ea)
York- 35thru 50 ton air
handlers (5 ea)
York-20 h.p electric motors
(5 ea)
York - 50 thru 55 ton air
handlers (3 ea)
York - 25 hp electric motors
(3 ea)
York - 60 thru 65 ton air
handlers (5 ea)
York - 30 hp electric motors
(5 ea)
York - 65 thru 85 ton air
handlers (5 ea)
York - 40 hp electric motors
(5 ea)
Variable Frequency drives
(15 ea)
Variable Air Volume boxes w/hot water heating
coil (312 ea)
Hot water by-pass valves (2 ea)
Chill water by-pass
valves (2 ea)
Refrigerant monitor {1 ea}
South Elevator A/C package
units (2 ea)
LG mini split unit (1 ea)

VAV boxes w/hot water heating coil:

AHU
B-1,
Qty 21
AHU
B-2,
Qty 21
AHU

B-3,
Qty 21
AHU
G-1,
Qty 20
AHU
G-2,
Qty 14
AHU
G-3,
Qty 22
AHU
G-4,
Qty 17
AHU
2-1,
Qty 30
AHU 2-2, Qty 15
AHU 2-3, Qty 32
AHU 2-4, Qty 18
AHU 3-1, Qty 25
AHU 3-2, Qty 17
AHU 3-3, Qty 25
AHU 3-4, Qty 14

Total VAV boxes at JC: Qty 312

St. Tammany Parish Parking Garage Equipment:

Chiller - 35 ton air
cooled (1 ea) Variable
Frequency drive (1 ea)
York Air Handler 15hp (1
ea)
Variable Air Volume boxes w/electric heating
coil (13 ea) Exhaust fans (2 ea)
Elevator NC package
units (2 ea) LG mini
split units (3 ea)

Appendix “D” Emergency Operations Center Equipment List

510 E Boston Street, Covington La.

Heating System- Boilers, pumps, heating coils, steam traps, water strainers, unit heaters, duct heaters, heat exchangers, tube bundles, cabinetry, humidifiers and all components contributing to proper building heating.

Cooling System- Air conditioning compressors, evaporators, evaporative condensers, air-cooled condensers, cooling towers, cooling tower fans, pumps, water chillers, cooling coils and all components contributing to proper building cooling.

Air Handling System - Fans, motors, sheaves, shafts, dampers, induction units, VAV mixing box pneumatic controllers, VAV mixing boxes and fan coil units, VFDs and all components contributing to moving/circulating air for the building.

Miscellaneous Equipment- Exhaust fans, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor drives, belts, and electrical wiring from motor disconnect to their respective motor.

Chemical Water Treatment - Open loop condenser water system, closed loop chilled water system, closed loop heating water system. Supply all equipment and chemicals 100%.

The Proposer should be responsible to clean all the equipment listed, wet wash fans and blades with soap and water, and wet wash entire fan coil unit. All cleaned units are NOT to be put online until water, dirt and debris are properly vacuumed out so that it never enters the ductwork and flex lines. All drain pans are to be cleaned so that ALL DEBRIS is removed at least once a year.

TRANE CHILLERS (2) - RTAA 1004 - 100 TON AIR COOLED

BELL & GOSSETT PUMP/MOTORS (2) - SHP W/ TRANE VFO'S (2)

AJAX BOILERS (2) - 1.25 MIL BTU'S W/ LIKE CIRCULATING PUMPS &

EXPANSION TANK EXHAUST FAN - BASEMENT

AHU # 1 • 2HP 4 PIPE F.C.U. (FOR 911, LOCATED ON 3RD FLOOR JAIL AREA)

RTU # 1- TRANE ROOFTOP PACKAGE UNIT "VOYAGER" (ROOFTOP, BACK UP

911) AHU # M -1 - 2 HP 4 PIPE F.C.U. (MEZZANINE LEVEL MECH ROOM)

AHU # 1 - 1 - 2 HP 4 PIPE F.C.U. (IN MEDIA ROOM MECH

CLOSET) AHU #B - 1 - 5 HP 4 PIPE F.C.U. (BASEMENT

BOILER ROOM)

F.C.U. - 1 - 5 TON F.C.U. (LOCATED IN GEN ROOM)

F.C.U. - 2 - 3 TON SMALL F.C.U. (BASEMENT BREAKROOM)

F.C.U. - 3 - 3 TON SMALL F.C.U. (BASEMENT ELECTRICAL ROOM)

E.D.H. - 12 TON CONDENSER/AIRHANDLER W/ 4 DUCT HEATERS

A.P.C. SERVER ROOM CONDITIONING - 4 FAN COIL CONDENSERS- EVAPS IN SERVER PANEL

TRANE DX SPLITS (2) - 5 TONS - (A/Hs ABOVE GRID IN COMMUNICATIONS, CONDENSERS ON ROOF TOP) LIEBERT DX SPLIT - RADIO ROOM (CONDENSER ON ROOF)

Appendix “E” Koop Campus Building A Equipment List

21490 Koop Drive, Mandeville, La.

AHU #1

YORK ROOFTOP CONDENSER - M) J10YDC00A2ALC2 S) N1F1090117

TRANE AIR HANDLER – M) LPCAA08D4J0EU S) T11E8659

VAV 1-1

VAV 1-2

VAV 1-3

VAV 1-4

VAV 1-5

VAV 1-6

AHU #2

YORK ROOFTOP CONDENSER M) J20YDC00A2ALC2 S) N1F1090119

TRANE AIR HANDLER – M) LPCAD14D4J0FVO S) T11E28660

VAV 2-1

VAV 2-2

AHU #3

TRANE CONDENSER – M) 4TTA30360A3 S) 110852R65F

TRANE AIR HANDLER - M) LPCAA06D4J0FU0 S) T11E26661

VAV 3-1

VAV 3-2

VAV 3-3

VAV 3-4

VAV 3-5

AHU #4

TRANE CONDENSER– M) 4TTA30360A3 S) 1113N8L5F

YORK AIR HANDLER- M) LPAA06D4J0FU S) T11E28662

VAV 4-1

VAV 4-2

VAV 4-3

VAV 4-4

VAV 4-5

AHU #5

YORK CONDENSER - M) J07YCC00A2ALC2 S) N1E1088133

YORK AIR HANDLER - M) LPAA06D4J0EU S) T11E28668

VAV 5-1

VAV 5-2

VAV 5-3

VAV 5-4

VAV 5-5

AHU #6

TRANE CONDENSER - M) 4TTA3060A3000B S) 110852SL5F

YORK AIR HANDLER - M) LPCAA03D4J0EU S) T11E28664

VAV 6-1

AHU #7

YORK CONDENSER- M) J07YCC00A2ALC2 S) N1E1088134

YORK AIR HANDLER- M) LPCAD06D4J0EU S) T11E28665

VAV 7-1
VAV 7-2
VAV 7-4
VAV 7-5
VAV 7-6
VAV 7-8
VAV 7-9

AHU #8

TRANE CONDENSER - M) 4TTA3060A3000B S) 110852P45F
YORK AIR HANDLER- M) LPCAA06D4JDET0 S) T11E256688

VAV 8-1
VAV 8-2
VAV 8-3

AHU #9

TRANE CONDENSER M) 4TTA3060A3000B S) 11082P735F
YORK AIR HANDLER M) LPCAA06D4JOE0 S) T11E28668

VAV 9-1
VAV 9-2

AHU #10

TRANE CONDENSER M) 4TTA3060A3000B S) 11073WJW5F
YORK AIR HANDLER M) LPCAA06D4JOET00 S) T11E28666

VAV 10-1
VAV 10-2
VAV 10-3

AHU #11

YORK CONDENSER- M) J10YDC00A2ALC S) N1F1090118
YORK AIR HANDLER M) LPCAA08D4JOES S) T11E28669

VAV 11-1
VAV 11-2
VAV 11-3
VAV 11-4
VAV 11-5
VAV 11-6
VAV 11-7

AHU #12

TRANE CONDENSER M) 4TTA3060A3000B S) 11194S513F
YORK AIR HANDLER M) LPCAA06D4JOEO S) T11E26670

VAV 12-1
VAV 12-2
VAV 12-3

SERVER MINI SPLIT #1 – FUJITSU

DUCTLESS AIR HANDLER – M) ASU12CQ S) BDA003753
ROOFTOP CONDENSER - M) AOU12CQ S) BDN003149

SERVER MINI SPLIT #2 – MITSUBISHI

DUCTLESS AIR HANDLER – M) MSY-D36NA S) 3002179
ROOFTOP CONDENSER– M) MUY-D36NA S) 3002193

SERVER MINI SPLIT #3 - MITSUBISHI

DUCTLESS AIR HANDLER– M) MSY-D36NA S) 4000699

ROOFTOP CONDENSER– M) MUY-D36NA S) 3001936

EXHAUST AIR SYSTEM
MAKE UP AIR SYSTEM

Appendix “F” Koop Campus Building B Equipment List

21454 Koop Drive, Mandeville, La.

TRANE AIR-COOLED WATER CHILLER

TRANE M) RTAC 2254 UR0N UAFN S) U08D08304

460 VOLTS - 3 PHASE – 60HZ -134A REFRIGERANT

CHILLED WATER PUMP #1

TACO PUMP #1 M) CE2508 - NO LEGIBLE SERIAL NUMBER

CHILLED WATER PUMP #2

TACO PUMP #2 M) CE2508 - NO LEGIBLE SERIAL NUMBER

AHU #1 (1-1)

LOCATION: 1ST FLOOR CORRIDOR

SERVES: FOYER, HALLWAY, SWITCHROOM, CORRIDOR

CARRIER M) 39LD03AAAT13HEA9 S) 3898F72805

NO VAVS ON THIS SYSTEM

AHU #2 (1-2)

LOCATION: 1ST FLOOR HALLWAY EAST

SERVES: DEVELOPMENT EAST

CARRIER M) 39LF08AAC3GJJ19 S) 3898F72802

VAV 2-1

VAV 2-2

VAV 2-3

VAV 2-4

AHU #3 (1-3)

LOCATION: 1ST FLOOR HALLWAY WEST

SERVES: DEVELOPMENT WEST

CARRIER M) 39LD10AAARGGJ19 S) 3898F72775

VAV 3-1

VAV 3-2

VAV 3-3

VAV 3-4

AHU #4 (1-4)

LOCATION: TAMMANY UTILITES

SERVES: TAMMANY UTILITES

CARRIER M) 39LD10AAARGGJ19 S) 3898F72790

VAV 4-1

VAV 4-2

VAV 4-3

VAV 4-4

VAV 4-5

VAV 4-6

AHU #5 (1-5)

LOCATION: CODE ENFORCEMENT

SERVES: 1ST FLOOR HALLWAY EAST

CARRIER M) 39LF10AACRGGJ19 S) 3898F72803

VAV 5-1

VAV 5-2

VAV 5-3

VAV 5-4

VAV 5-5

AHU #6 (2-6)

LOCATION: 2ND FLOOR CORRIDOR

SERVES: 2ND FLOOR HALLWAY AND FOYER

CARRIER M) 39LF06AACUCHJ19 S) 3898F72818

NO VAVS

AHU #7 (2-7)

LOCATION: 2ND FLOOR HALLWAY

SERVES: FINANCE DEPARTMENT

CARRIER M) 39LD06AAAGHE19 S) 3898F72817

VAV 7-1

VAV 7-2

VAV 7-3

VAV 7-4

AHU #8 (2-8)

LOCATION: DATA MANAGEMENT

SERVES: DATA MANAGEMENT

CARRIER M) 39LD08AAAQGLE S) 1399F08952

VAV 8-1

VAV 8-2

VAV 8-3

VAV 8-4

VAV 8-5

VAV 8-6

AHU #9 (2-9)

LOCATION: 2ND FLOOR HALLWAY

SERVES: PROCUREMENT

CARRIER M) 39LD08AAA3FJEA9 S) 3898F72800

VAV 9-1

VAV 9-2

VAV 9-3

VAV 9-4

AHU #10 (2-10)

LOCATION: HUMAN RESOURCES

SERVES: HUMAN RESOURCES

CARRIER M) 39LD08AAA3FJEA9 S) 3898F72799

VAV 10-1

VAV 10-2

VAV 10-3

VAV 10-4

AHU #11 (2-11)

LOCATION: LEGAL KITCHEN

SERVES: LEGAL DEPARTMENT

CARRIER M) 39LF08AACRGJJA9 S) 3898F72801

VAV 11-1

VAV 11-2

VAV 11-3

VAV 11-4

AHU #12 (2-12)

LOCATION: ENVIRONMENTAL PERMIT STATE OFFICE

SERVES: ENVIRONMENTAL PERMIT STATE OFFICE

CARRIER M) 39LF03AACUBHE19 S) 3898F72816

NO VAVS

AHU #13 (2-13)

LOCATION: RISK MANAGEMENT

SERVES: RISK MANAGEMENT

CARRIER M) 39LF03AACJ13KW19 S) 3898F72815

NO VAVS

3RD FLOOR FAN COIL UNITS (FCU)

FCU 3-1 CARRIER M) 42BHB16BG4L61610DA S)

FCU 3-2 CARRIER M) 42BHB16BG4R61610DA S)

FCU 3-3 CARRIER M) 42BHB16BG4R61610DA S)

FCU 3-4 CARRIER M) 42BHB16BG4R61610DA S)

FCU 3-5 CARRIER M) 42BHB16BG4R61610DA S)

FCU 3-6 CARRIER M) 42BHB16BG4L61610DA S)

FCU 3-7 CARRIER M) 42BHB16BG4R61610DA S)

FCU 3-8 CARRIER M) 42BHB16BG4L1811DA S)

FCU 3-9 CARRIER M) 42BHB20BG4R61610DA S)

FCU 3-10 CARRIER M) 42BHB16BG4R61610DA S)

FCU 3-11 CARRIER M) 39LF06ABMCMCQJA9 S) 1399F08973

FCU 3-12 CARRIER M) 39LF06ABFCDCRJ19 S) 1399F08968

FCU 3-13 CARRIER M) 39LF06ABCCRCRJA9 S) 1399F08967

FCU 3-14 CARRIER M) 42BHB16BG4R61610DA S)

FCU 3-15 CARRIER M) 42BHB20BGAR61811DA S)

FCU 3-16 CARRIER M) 42BHB20BGAR61811DA S)

FCU 3-17 CARRIER M) 39LB06ABJARAQJ19 S) 1399F08959

FCU 3-18 CARRIER M) 39LA06ABTARAPJ19 S) 1399F08958

FCU 3-19 CARRIER M) 39LD03AAATCHE19 S) 3898F72814

EXHUAUST AIR SYSTEM

OUTSIDE AIR MAKE UP SYSTEM

Appendix "G" Koop Campus Building C Equipment List

21410 Koop Drive, Mandeville, La.

AHU #1

Air Handler: YORK - M) FP030N06B S) ELHS711469

Condenser: BRYANT - M) PA13NR024-J S) 3613X71587

LOCATION: 1ST FLOOR WAREHOUSE EAST – UPFLOW -ON GROUND

SERVES: FM DIRECTORS OFFICES

AHU #2

Air Handler: YORK – M) FP036N06B S) EFHS600529

Condenser: YORK – M) 4BBD-FO36SB S) W0G7023287

LOCATION: 2ND FLOOR WAREHOUSE EAST – HANGS ABOVE AHU #3

SERVES: PROJECT MANAGEMENT ON 2ND FLOOR – THIS UNIT IS A BACK-UP FOR AHU

#14

AHU #3

Air Handler: TRANE – M) 2TES3F36B1000AA S) 73346L82V

Condenser: TRANE – M) 2TTB3036A S) 73320CG3F

LOCATION: WAREHOUSE EAST – UPFLOW 2ND FLOOR

SERVES: WAREHOUSE EAST APARTMENT/STORE ROOM

AHU #4

Air Handler: YORK – M) FP036N06B S) EFHS600527

Condenser: YORK – M) NOT LEGIBLE S) NOT LEGIBLE

LOCATION: WAREHOUSE WEST 1ST FLOOR UPFLOW ON GROUND

SERVES: FACILITIES MANAGEMENT LOBBY/KITCHEN

AHU #5

Air Handler: TRANE – M) 2TEC3F36A1000AA S) 6113PTK1V

Condenser: TRANE – M) 2TTA0042A3000AA S) 6284Y9J3F

LOCATION: ABOVE GRID IN 2ND FLOOR FIREMARSHALLS/DEQ LOBBY

SERVES: 2ND FLOOR LOBBY AREA

AHU #6

Air Handler: TRANE – M) TWE090B300EL S) 5363P65BD

Condensers (2): TRANE – M) (BOTH CONDENSERS) 2TTA0048A3000AA S1) 6303TAL3F
S2) 6303S153F

LOCATION: STATE FIRE MARSHALLS OFFICE ABOVE GRID

SERVES: 1ST FLOOR CONFERENCE ROOM AND LOBBY

AHU #7

Air Handler: YORK – M)

Condenser: YORK – M) H1RD060S25B S) W0H8201296

LOCATION: ABOVE GRID IN FIRE MARSHALLS OFFICE 2ND FLOOR

SERVES: FIRE MARSHALLS OFFICE AREA

AHU #8

Air Handler: YORK – M) F4FP042H06T2CA S) AOF8974638

Condenser: YORK – M) H1RD036S25B S) W0E8826450

LOCATION: ABOVE GRID ON 2ND FLOOR IN DEQ OFFICE

SERVES: DEQ OFFICE – 2ND FLOOR

AHU #9

Air Handler: YORK – M) F5FP060H06T2CA S) AOF8974729

Condenser: YORK – M) H1RD060S25B S) WOH8201293

LOCATION: ABOVE GRID 2ND FLOOR CRT WAR ROOM

SERVES: 2ND FLOOR CRT WAR ROOM

AHU #10

Air Handler: TRANE – M) TWE090B300EL S) 5363P63BD

Condenser: TRANE – M) 2TTA0048A3000 S) 6303S1T3F

LOCATION: ABOVE GRID IN 2ND FLOOR CRT WAR ROOM/MUNIS TRAINING ROOM

SERVES: GRANTS CENTER CUBICLES

AHU #11

Air Handler: TRANE – M) TWE060A300EL S) 6095T2GBD

Condenser: TRANE – M) 2TTA0072A3000AA S) 6274X7C2F

LOCATION: ABOVE GRID IN 2ND FLOOR CRT WAR ROOM/MUNIS TRAINING ROOM

SERVES: GRANTS

AHU #14

Air Handler: RHEEM – M) RHSL-HM4221JA S) W341016402

Condenser: RHEEM – M) RANL-043JAZ S) 7841W261001491

LOCATION: IN CLOSET ON 2ND FLOOR IN PROJECT MANAGEMENT OFFICES

SERVES: PROJECT MANAGEMENT OFFICES AREA

Bathroom Exhaust Fans

GRANTS:

FACILITIES:

2ND FLOOR HALLWAY:

1ST FLOOR LOBBY:

Warehouse ROOFTOP Exhaust

WAREHOUSE EAST EXHAUST FAN #1

WAREHOUSE EAST EXHAUST FAN #2

WAREHOUSE WEST EXHAUST FAN #1

WAREHOUSE WEST EXHAUST FAN #2

Appendix "H" Towers Building Equipment List

520 Old Spanish Trail, Slidell, La.

TRANE CHILLER #1

M) RTAA 0804 XTO1 A300 NB S) U08G00381

TRANE CHILLER #2

M) RTAA 0804 XTO1 A300 NB S) U08G00382

CW PUMP #1

M) 3E S) CO69319-01

BRAND: BELL AND GOSSETT

CW PUMP #2

M) 3E S) CO69319-02

BRAND: BELL AND GOSSETT

AHU #1

TRANE M) MCCB012UA0C0UB S) K08E61715

(4) VAV's

AHU #2

TRANE M) MCCB025UA0C0UA S) K08E61720

(11) VAV's

AHU #3

TRANE M) MCCB025UA0C0UA S) K08E61720

(14) VAV's

AHU #4

TRANE M) MCCB025UA0C0UA S) K08E61720

(11) VAV's

AHU #5

TRANE M) MCCB025UA0C0UA S) K08E61720

(12) VAV's

AHU #6

TRANE M) MCCB025UA0C0UA S) K08E61720

(14) VAV's

MINI SPLIT #1

LOCATION: STAIRWELL WEST

M) S1CA4000DCO S) 108E-0951-21

BRAND: EMI 208 VOLT 1 PHASE

MINI SPLIT #2

LOCATION: STAIRWELL EAST

M) S1CA4000DCO S) 108E-0954-21

BRAND: EMI 208 VOLT 1 PHASE

MINI SPLIT #3

LOCATION: ROOFTOP PENTHOUSE

M) S1CA8000DCO S) 108E-0325-20

BRAND: EMI 208 VOLT 1 PHASE

MAKE UP AIR UNIT

NO LEGIBLE DATA ON OR INSIDE MACHINE

EXHAUST FAN SYSTEM

(6) ONE PER FLOOR

CONTRACT FOR PROFESSIONAL SERVICES

Contract No.: «txtMunisContractNum»

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

1. SCOPE OF SERVICES

Provider hereby agrees to furnish the following services:

«txtScopeSummary»

2. DOCUMENTS

- A.** The Provider shall furnish sufficient sets of plans, specifications and Contract documents.
- B.** All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Parish except as otherwise provided herein. The Provider shall furnish to the Parish copies of any project documents requested by the Parish.
- C.** The Parish shall furnish without charge all standard plans and specifications and any other information which the Parish now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.

- D.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Parish in the performance of the Contract, all as of the date of the signing of this Contract. Notwithstanding anything to the contrary in any other provision of this Contract, none of the Contract documents provided by the Parish are or will become the property of the Provider but shall remain the property of the Parish to the extent the Parish has a property interest therein.
- E.** Notwithstanding any Section hereinafter, there will be retention of all related records as follows:
- 1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this Contract. All records, reports, documents, exhibits or other material related to this Contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Provider to Parish, at Provider's expense, at termination or expiration of this Contract.
 - 2) The Parish and Provider acknowledge and agree that the Parish has the right to review all records, reports, worksheets or any other material of either party related to this Contract. Provider further agrees that Provider will furnish to the Parish, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this Contract.
 - 3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.

4) Provider shall retain all of its records and supporting documentation applicable to this Contract with the Parish for a period of three (3) years after termination of the Contract, except as follows:

- a. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
- b. All such records and supporting documentation shall be made readily available, upon request, for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this Contract to be retained by the Parish for the required period of time.

F. In the event there is re-use of any documents created by Provider, Provider invokes the protections afforded it as per La. Revised Statute R.S. 38:2317.

G. All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.

3. PAYMENT OF ALL FEES AND ALL EXPENSES

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

A. IF ON AN HOURLY BASIS:

- 1) Provider agrees to submit, at the end of each calendar month, a written and detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). All invoices submitted covering

services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their name, classifications, and a detailed description of the work performed.

- 2) Unless otherwise authorized in writing, Provider will not be paid for research, or for photocopies at more than \$0.15 (fifteen cents) per copy for copies less than 11" x 17" and copies larger than 11" x 17" shall be charged on a reasonable basis.
- 3) There shall be no fees charged by nor paid to Provider for consultation with the Parish, secretarial time, attendance at public meetings, and/or travel time for consultation with the Parish, unless specifically provided for in the Scope of Work to be performed, without the express written pre-approval of the Parish.
- 4) Invoices for services shall be submitted by Provider to the Director of the Department within the Parish issuing the work for review and approval.
 - (a) All invoices must indicate the Parish Purchase Order Number and Work Order Number.
 - (b) All billings by Provider for services rendered shall be submitted in writing.
 - (c) Provider shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by the Parish. Failure by Provider to obtain pre-approval from the Parish of expenditures in excess of \$250.00 shall constitute grounds for denial of payment for that expense.
 - (d) Out of state or parish travel time is billable as services only and specifically at the direction and convenience of the Parish, if it is

performed during normal working hours, and if it does not cause service charges for the day to exceed eight hours. Such travel time must be pre-approved, in writing, by the Parish.

(e) Provider hereby agrees that it shall be solely responsible for the payment of all applicable local, state and, federal taxes on the funds it receives under this Contract.

- 5) The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days of receipt, unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed in connection with an invoice, the Parish may withhold full or partial payment of any invoice until a successful and satisfactory resolution can be reached between the Parties. Parish agrees to not unreasonably withhold payments of any invoice.
- 6) Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

B. IF ON A LUMP SUM BASIS:

Where there is payment based upon a lump sum fee for all required for this project, the Parish shall pay the Provider a lump sum fee at the conclusion of the project and

acceptance by the Parish, unless other terms are negotiated and agreed upon by both Parties in the Scope.

C. IF ON OTHER BASIS

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

4. NON-ASSIGNABILITY

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

5. BUDGET LIMITATION

- A.** The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.
- B.** It is the responsibility of the Provider to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Provider's method of pricing, and that the

opinion of probable costs provided herein are made on the basis of the Provider's qualifications and experience.

- C. The continuation of this Contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

6. NOTICE TO PROCEED

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

7. INSURANCE

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

8. OTHER TERMS AND CONDITIONS

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

or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

- D. Contractor 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 Contractor, its owners, agents, employees, partners or subcontractors.
- E. 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, Contractor 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 Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.
- F. 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.
- G. Contractor 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 Contractor, 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 Contractor believes that it may be enjoined, Contractor, 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 Contractor remains in default.

The Contractor 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 Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

- H. This Contract shall be binding upon the successors and assigns for the Parties hereto.
- I. This Contract represents the entire Contract between Parish and Provider.
- J. This Contract is made under the Laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The

Provider hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana. It is also understood and agreed that the laws and ordinances of St. Tammany shall apply.

- K.** In the event that the Provider modifies the Parish's Contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's Contract documents, or fees incurred by the Parish in establishing the right to indemnity pursuant to the provisions in this Contract.
- L.** Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this Contract without liability.
- M.** This Contract may be amended only by mutual written consent of the respective Parties.

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

whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.

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

9. TERMINATION, CANCELLATION, AND SUSPENSION

A. Termination

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

- 1) By mutual agreement and consent of the Parties hereto;

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

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

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

B. Cancellation

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not

appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

C. Suspension

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

D. Default of Contractor

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 contractor 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 contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

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

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

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

10. AUDITORS

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

11. TERM OF CONTRACT

- A.** The effective date of this agreement shall begin on the date of the Parish President's signature or acceptance of the Provider's insurance carrier, whichever occurs last. Notwithstanding the foregoing, in no event, shall this Contract be valid until it has been approved in writing by the Parish President or his designee.

B. This Professional Services Contract shall terminate as follows:

- 1) As per the terms and conditions of Paragraph 9 hereinabove, or;
- 2) As per operation of law, or;
- 3) As agreement between the Parties, or;
- 4) Upon the satisfactory completion of all services and obligations described herein, or;
- 5) As per the Parish Charter, under Section 5-06(B).

12. DISCRIMINATION CLAUSE

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

consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

13. INDEPENDENT CONTRACTOR

- A.** While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor (as defined in LA R.S. 23:1021(7)), and not as an employee of the Parish. Nothing herein shall create a partnership between the Provider and the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.
- B.** Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- C.** Provider acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

14. NOTICES

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

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

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

15. RECORDATION OF CONTRACT

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

16. AUTHORITY TO ENTER CONTRACT

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

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

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

WITNESSES:

Signature

Print Name

Signature

Print Name

PROVIDER:

Signature

Print Name

Title

Date

WITNESSES:

Signature

Print Name

Signature

Print Name

ST. TAMMANY PARISH GOVERNMENT:

Michael B. Cooper
Parish President

Date

APPROVED BY:

Assistant District Attorney
Civil Division

Date

Attachment C

ACKNOWLEDGMENT AND WAIVER

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

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

SIGNED, this _____ day of _____, 202__.

WITNESSES:

Proposer

Printed Name: _____

By: _____
(Signature of Authorized Representative)

Printed Name: _____

Printed Name: _____

Title: _____

STATE OF _____

PARISH/COUNTY OF _____

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

NOTARY PUBLIC

My Commission Expires: _____



INSURANCE REQUIREMENTS*

Professional Services Project: HVAC Maintenance

RFP#: 25-11-3

*****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.



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.
- (If no owned vehicles, hired and non-owned may be acceptable, subject to the review and approval of St. Tammany Parish, Office of Risk Management.)



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. Provider shall maintain a current copy of all annual insurance policies and agrees to provide a certificate of insurance to the Parish on an annual basis or as may be reasonably requested for the term of the contract or any required Extended Reporting Period. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.
- F. Provider shall maintain a current copy of all annual insurance policies and agrees to provide same to the Parish on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.

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

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

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

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

Any inquiry regarding these insurance requirements should be addressed to:

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

Attachment E

**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-1
Sample Scoring Matrix
RFP # 25-10-3
St. Tammany Parish Jail Maintenance

Vendor/Business Name _____

Evaluator's Name _____

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Compliance with the RFP	15pts		
Understanding of the Project	10pts		
Approach to the Project	15pts		
Ability to perform within the stated timeframe	20pts		
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the project	20pts		
Overall costs and fees to be charged	10pts		
Certified Veterans Initiative small entrepreneurship or certified Hudson Initiative small entrepreneurship	10pts		

Vendor Total

100pts

Signature of Evaluator: _____

Date: _____

Attachment F-2
Vendor Scoring Matrix
RFP # 25-10-3
St. Tammany Parish Jail Maintenance

Vendor/Business Name _____

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

CRITERIA	Briefly describe how your proposal meets the requirement and where in your proposal supports your justification
Compliance with the RFP	
Understanding of the Project	
Approach to the Project	
Ability to perform within the stated timeframe	
Qualifications of the Respondent, including, but not limited to, its experience and personnel assigned to the project	
Overall costs and fees to be charged	
Certified Veterans Initiative small entrepreneurship or Certified Hudson Initiative small entrepreneurship	

Attachment G

CORPORATE RESOLUTION

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

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

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

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

SECRETARY-TREASURER

DATE

Attachment H

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.



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:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):			
INSURED	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			NAIC #
	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 \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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