



**NOTICE OF REQUEST FOR PROPOSALS
TOWN OF ABITA SPRINGS**

The Town of Abita Springs Government is seeking responses for the following project:

RFP# 2026-DM-02

Debris Coordination and Monitoring

Responses will be received by the Town Administration, until **2:00 P.M. CST Wednesday, April 8 2026**. RFP responses will be opened publicly at the physical location- 72066 Live Oak St. Abita Springs, LA 70420 and only respondents who have submitted an RFP response shall be identified aloud. Prices shall not be read. Each response will be evaluated by designated Town personnel after the submission deadline and public opening has passed.

This RFP is available at:

- Town of Abita Springs Website: <http://www.townofabitasprings.com>
- LaPAC – Louisiana Procurement and Contract Network:
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>

NOTE: LaPAC is the State's online electronic solicitation notification system on the Office of State Procurement website. LaPAC provides an immediate e-mail notification to subscribing vendors of an Abita Springs solicitation and any addenda posted. To receive the e-mail notification, vendors must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_req

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

Each Proposal must be sealed. The outside of the envelope, box or package should be marked with the Proposer's Name and Address, the Proposal Name, the RFP #, and the Proposal Opening Date.

The successful Respondent must supply the Town of Abita Springs with all required documentation as specified in the RFP documents. Said Respondent must also be in Good Standing and licensed to do business in the State of Louisiana.

A Non-Mandatory Pre-Proposal Conference shall be held at 11:00 Am on March 25, 2026, at the Abita Springs Town Hall at 22161 Level St. Abita Springs, LA.

Proposals will be received at the Abita Springs Administration Building, 72077 Live Oak St. Abita Springs, LA 70420 from each Respondent or his agent, or by certified mail with return receipt requested.

Attention: Leanne Schaefer

REQUEST FOR PROPOSALS

Debris Coordination and Monitoring



RFP Number: 2026-DM-02

Event	Date / Time
RFP Release Date	March 10, 2026
Optional Pre-Proposal Conference (10:00 AM)	March 25, 2026
Deadline to Submit Written Questions	March 31, 2026
Proposal Submission Deadline (2:00 PM)	April 8, 2026
Proposal Opening (Administrative)	April 9, 2026
Evaluation Committee Review Begins	April 9, 2026
Anticipated Contract Award	April 22, 2026

All times are Central Standard Time (CST).

Any changes to the above schedule will be published via formal addenda on the Town's website at www.townofabitasprings.com. It is the responsibility of each proposer to monitor the platform and ensure their proposal reflects all issued addenda.

This procurement is being conducted in accordance with FEMA Public Assistance grant requirements. All work performed under this contract must meet FEMA eligibility, documentation, and reasonable cost standards for reimbursement.

TOWN OF ABITA SPRINGS

REQUEST FOR PROPOSAL (RFP)

Coordination & Monitoring of Debris Removal

RFP No.: 2026-DM-02

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1. Introduction & Instructions

The Town of Abita Springs (TOAS) seeks proposals from qualified firms to provide Coordination & Monitoring of Debris Removal services.

- **RFP Number:** 2026-DM-02
- **Deadline for Submission:** Wednesday April 8, 2026 2:00 PM
- **Submission Contact:** Leanne Schaefer, lschaefer@abitaspringsla.gov

All proposals must comply with applicable **Federal, State, and local regulations.**

2. Scope of Services

General Requirements

- Meet all RFP and Contract requirements including insurance.
- Provide all labor, equipment, and materials.
- Attend Annual Emergency Kickoff Meeting prior to hurricane season.

Project Requirements

- Begin work immediately upon disaster declaration.
- Staff field office(s) and project central office as needed.
- Coordinate all work with FEMA and regulatory agencies.
- Ensure compliance with FEMA Policies (325, 327, 321, Public Assistance) and Project Worksheets.
- Document all work, damages, debris removal, and compliance.

Contractor Staffing

- Provide staff flow charts, positions, approved rates.
- Field staff validate trucks, tickets, hazardous trees, and debris loads.
- Document all delays, damages, and eligible/ineligible work.

Reporting Requirements

- Attend kickoff and progress meetings as required.
- Submit daily reports, load tickets, and reconciliations.
- Maintain documentation for FEMA and TOAS review.

Billing Requirements

- Weekly invoices with cover sheet, time sheets, Daily Activity Logs.

- Review and certify all subcontractor invoices.

3. Proposal Requirements

- Complete all Attachments A-J.
- Provide experience, staffing, references, and emergency monitoring plan.
- Include DBE/Women-Owned/Labor Surplus participation documentation.
- Submit signed certifications (Byrd Anti-Lobbying, Suspension & Debarment, Ethics Affidavits).

4. Evaluation Criteria & Scoring

Criteria	Possible Points
Compliance with RFP	5
Understanding of Project	5
Approach & Monitoring Plan	30
Qualifications & References	20
Costs & Fees	20
DBE/Women-Owned/Labor Surplus Use	5
Financial Strength & Stability	15
Total	100

5. Contract Terms & Conditions

- Contractor treated as independent provider, responsible for taxes.
 - Provider must maintain insurance and indemnify TOAS.
 - Notices via certified mail.
 - Contract recordation costs borne by Provider.
 - Authority to execute contract required, certified corporate resolutions if applicable.
-

6. Insurance Requirements

- Commercial General Liability: \$1M per occurrence / \$2M aggregate.
- Automobile Liability: \$1M per occurrence.
- Workers' Compensation / Employers Liability: \$1M each accident/disease.

- Pollution & Environmental Liability: \$1M per occurrence / \$2M aggregate (if applicable).
 - Professional Liability: \$1M per claim / \$2M aggregate.
 - Marine Liability: \$1M per occurrence / \$2M aggregate (if applicable).
 - TOAS to be named Additional Insured; 30-day cancellation notice required.
-

7. Hold Harmless Agreement

Contractor shall **indemnify, defend, and hold harmless TOAS**, its officials, employees, and volunteers from all claims, demands, and costs arising from acts, omissions, or breaches of contract.

Contractor Signature: _____

Printed Name/Title: _____

Date: _____

8. Affidavits & Certifications

- **Ethics Affidavit** (LA R.S. 38:2224)
- **Status Verification System Affidavit**
- **Byrd Anti-Lobbying Certification** (31 U.S.C. 1352)
- **Suspension & Debarment Certification** (2 C.F.R. pt. 180/3000)

Signatures required on all applicable forms.

9. Attachments

Attachment A – Proposal Form

[Insert signature lines and fields for firm name, contact info, pricing, and acknowledgement]

Attachment B – Contract Provisions

[Include all language about taxes, independent contractor, notices, recordation, authority, and execution with signature lines]

Attachment C – Acknowledgment & Waiver

[Proposer acknowledgment that RFP is not subject to Louisiana Public Bid Law, waiver of protest rights]

Proposer Signature: _____

Printed Name/Title: _____

Date: _____

Attachment D – Insurance Requirements

[Include detailed coverage requirements, limits, exclusions, certificate submission info, and signature lines]

Attachment E – Hold Harmless Agreement

[Same as Section 7 with signature lines]

Attachment F – Ethics Affidavit & Status Verification

- Affidavit per LA R.S. 38:2224
 - Status Verification Affidavit per LA law
 - Notary blocks included
-

Attachment G – Sample Scoring Matrix

Vendor Name Evaluator Name Criteria Possible Points Assigned Points Comments

Evaluator Signature: _____

Date: _____

Attachment H – Scope of Services

- General Requirements
 - Project Requirements
 - Contractor Staffing
 - Reporting Requirements
 - Billing Requirements
-

Attachment H-1 – Field Activity Daily Log

| Name | Employee # | Date | Job Title | Supervisor | Crew # | Street / ROE | Time | Truck # |
Tickets | Description / Comments | Signature |

Attachment I-1 – Federal Assistance Acknowledgment

- Compliance with Federal Law & FEMA
 - Fraud/False Statements awareness
 - Signature & Notary lines
-

Attachment I-2 – Byrd Anti-Lobbying Certification

- Signature of Authorized Official
 - Printed Name / Title
 - Firm Name / Date
-

Attachment I-3 – Suspension & Debarment Certification

- Signature of Authorized Official
 - Printed Name / Title
 - Firm Name / Date
-

Attachment J – DBE/Women-Owned/Labor Surplus Compliance

- DBEWOLS Commitment & Disclosure Form
| Firm Name | Type (DBE/Women/Labor Surplus) | Contact Info | Services Provided |
Signature |

Attachment A

RFP# 2026-DM-02 Coordination & Monitoring of Debris Removal

A PROPOSAL RATE SHEET COORDINATION AND MONITORING OF DEBRIS REMOVAL

POS#	POSITION DESCRIPTION	RATE PER HOUR
00001	Project Manager	\$
00002	Field Supervisor	\$
00003	Crew Leader	\$
00004a	Load Monitor	\$
00004b	Disposal Site/Dump Monitor	\$
00004c	Truck Certification Monitor	\$
00005	Database Manager	\$
00006	Data Processing	\$
00007	Clerical Technician	\$
00008	Special Inspector	\$
	TOTAL HOURLY RATE for ALL POSITIONS	\$
<i>List any other positions desired below, (subject to Town approval).</i>		
		\$
		\$
		\$
		\$

Rates above are inclusive of all equipment, supplies, travel, per diems, overhead and other indirect costs.

Proposer must include a flow chart of all positions proposed indicating number of subordinates for each supervisor.

I have received Addenda #s _____

Company Name _____

Printed Name of Provider _____

Signature of Provider _____

Address _____

State _____

License Number _____

Classification _____

Telephone Number _____

Date _____

SAMPLE CONTRACT FOR PROFESSIONAL SERVICES

Contract No.: «txtContractNum»

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

SCOPE OF SERVICES

Provider hereby agrees to furnish the following services:

1. 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 Town except as otherwise provided herein. The Provider shall furnish to the Town copies of any project documents requested by the Town.
- C. The Town shall furnish without charge all standard plans and specifications and any other information which the Town now has in its files which may be of use to the Provider. Provider has a 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 Town 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 Town are or will become the property of the Provider but shall remain the property of the Town to the extent the Town has a property interest therein.

- 1) Notwithstanding any Section hereinafter, there will be retention of all related records as follows: All records, reports, documents and other material delivered or transmitted to Provider by Town shall remain the property of Town, and shall be returned by Provider to the Town, 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 Town, and shall, upon request, be returned by Provider to the Town, at Provider's expense, at termination or expiration of this Contract.

- 2) The Town and Provider acknowledge and agree that the Town 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 Town, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Town 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 any reasonable time for inspection and copying by the Town.
 - 4) Provider shall retain all of its records and supporting documentation applicable to this Contract with the Town 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 Town. In the event the Provider goes out of existence, it shall turn over to the Town all of its records relating to this Contract to be retained by the Town for the required period of time.
- E. 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.
- F. 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.

2. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to all payments that may be due to the Provider by Town. 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 Town, secretarial time, attendance at public meetings, and/or travel time for consultation with the Town, unless specifically provided for in the Scope of Work to be performed, without the express written pre-approval of the Town.
- 4) Invoices for services shall be submitted by Provider to the Director of the Department within the Town, issuing the work for review and approval.
 - (a) All invoices must indicate the Town 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 Town. Failure by Provider to obtain pre-approval from the Town of expenditures in excess of \$250.00 shall constitute grounds for denial of payment for that expense.
 - (d) Out of state or Town travel time is billable as services only and specifically at the direction and convenience of the Town, 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 Town.
 - (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 Town agrees to make payment to Provider for services upon receipt and approval of each invoice. The Town 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 Town shall have the right opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Town disputes or otherwise may question the

Contract No.: «txtContractNum»

accuracy of each invoice or quality of all work performed in connection with an invoice, the Town may withhold full or partial payment of any invoice until a successful and satisfactory resolution can be reached between the Parties. Town 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 Town shall pay the Provider a lump sum fee at the conclusion of the project and acceptance by the Town, 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.

3. NON-ASSIGNABILITY

Provider shall not assign nor transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the Town. Failure to obtain the prior written consent of the Town may be grounds for termination of this Contract. Claims for money due or to become due to the Provider from the Town 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 Town.

4. BUDGET LIMITATION

A. The Town shall determine the budget for this project, and the Town shall advise the Provider of the budget limitations 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 Town 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 Town in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. In providing opinions of probable construction cost, the Town 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 Town to fulfill the requirements of the Contract. If the Town 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 the Mayor 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.

5. NOTICE TO PROCEED

The Town, through the Office of the Mayor, 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 two (2) 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 Town desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Town 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.

6. 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 Town.

7. 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 Town. 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 times and make same available for review as may be reasonably requested by the Town of Abita Springs.
- B. The professional and technical adequacy and accuracy of designs, drawings,
Contract No.: «txtContractNum»

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 the Town of Abita Springs and St. Tammany Parish. In the event the Town 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 Town, all professional services attributable to that Change Order. This is in addition to Town's right to recover from Provider any damages for its errors and omissions.

- C. To the fullest extent permitted by law, Provider shall indemnify and hold harmless the Town of Abita Springs, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents, servants, employees including volunteers, from and against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any acts, errors, and/or omissions, by Provider, its agents, servants or employees, and subcontractors, as well as any and all costs, expenses and/or attorney fees incurred as a result of any claims, demands, and/or causes of actions that arise while engaged in connection with the services required to be performed by the Provider under this Contract. Provider further agrees to pay all reasonable expenses and attorneys' fees incurred by the Town in establishing the right to indemnity pursuant to the provisions in this Contract.
- D. This Contract shall be binding upon the successors and assigns for the Parties hereto.
- E. This Contract represents the entire Contract between Town and Provider.
- F. 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 the Town of Abita Springs shall apply.
- G. In the event that the Provider modifies the Town's Contract documents without the expressed prior written consent of the Town, the Provider shall indemnify and hold harmless the Town 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 Town 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 Town as a result of the Provider's deviation from the Town's Contract documents, or fees incurred by the Town in establishing the right to indemnity pursuant to the provisions in this Contract.

- H.** 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 Town shall have the right to annul this Contract without liability.
- I.** This Contract may be amended only by mutual written consent of the respective Parties.
- J.** 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.
- K.** Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- L.** Any failure or delay by either party in exercising any right or remedy will not constitute a waiver of such right or remedy.
- M.** 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.
- N.** It is specifically understood that the terms "agreement" and "Contract" may be used interchangeably. It is specifically understood that the terms "Owner", "Director" and "Town" and "the Town of Abita Springs" may be used interchangeably.
- O.** Conflict of Interest: it is understood and agreed between the Parties hereto that Provider is not retained exclusively by the Town but that the Town may 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 Town 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 Town, nor will Provider take any action on behalf of the Town directly adverse to any other client.
- P.** 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 Town.

In the event that the Town determines that Provider is not suited for Town purposes or otherwise fails to represent Town policies to the satisfaction of the Town, then Provider agrees to withdraw from this agreement.

- Q.** 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.
- R.** 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 the Town of Abita Springs.
- S.** Provider agrees to perform all services in a skillful 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.

8. 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 Town, 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 Town 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 Town with less than thirty (30) days notice due to budgetary reductions and changes in funding priorities by the Town;
 - 5) In the event of the abandonment of the project by the Town.

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 completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Town 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 Town. If the Town 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 the Mayor 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 Town.
- C. Suspension:** Should the Town desire to suspend the work, but not definitely terminate the Contract, the Town shall supply the Provider with thirty (30) days' notice. The Town 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.** 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 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.
- E.** Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- F.** 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 Town 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 Town. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Town shall be deemed forfeited.

9. 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 Town 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 Town that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Town 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.

10. TERM OF CONTRACT

- A.** The effective date of this agreement shall begin on the date of the Town's Mayor'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 Town's Mayor 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 satisfactory completion of all services and obligations described herein.

11. 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.

12. 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 Town. Nothing herein shall create a partnership between the Provider and the Town. The Town 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 Town with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Town.
- 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 Town harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Town's treatment of Provider as independent contractor. Provider further agrees to reimburse Town 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.

13. 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:

Town of Abita Springs: Office of the Mayor
Town of Abita Springs
P.O. Box 461
Abita Springs, LA 70420
(985) 892-0711

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

14. RECORDATION OF CONTRACT

Provider authorizes Town to deduct from any payment due herein costs for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Provider agrees to execute an excerpt or extract of this agreement for recordation purposes. If Provider fails to execute such an excerpt, then the Town shall file and record the entire Contract and all attachments at the expense of Provider and Town is hereby authorized to deduct all related costs from any proceeds due to the Provider.

15. 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 Town requires, as an additional provision, that Provider supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract.

This Contract is executed in **Three (3)** originals. IN TESTIMONY WHEREOF, they have executed this agreement, the date(s) written below.

WITNESSES:

Signature

Print Name

Signature

Print Name

Date

WITNESSES:

Signature

Print Name

Signature

Print Name

PROVIDER:

Signature

Print Name

Title

Date

TOWN OF ABITA SPRINGS:

Daniel J. Curtis, Mayor

Print Name

Date

ATTACHMENT C

ACKNOWLEDGMENT AND WAIVER

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

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

SIGNED, this _____ day of _____, 202__.

WITNESSES:

Proposer

Printed Name:

Printed Name:

By: _____ (Signature of Authorized Representative)

Title: _____

STATE OF _____

PARISH OF _____

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

NOTARY PUBLIC

My Commission Expires: _____

INSURANCE REQUIREMENTS*

Coordination & Monitoring of Debris Removal RFP#: 2026-DM-02

*****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 the Town of Abita Springs (the "Town") 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 Town and provide thirty (30) days prior notice of cancellation to the Town, 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 Town of Abita Springs, 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: The Town of Abita Springs 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 the Town of Abita Springs for payment of any premiums or for assessments under any form of policy.
 4. Deductibles/Self-Insured Retentions: Any deductibles and/or self-insured retentions in the described insurance policies **must be declared on the Certificate of Insurance and** are both assumed by and the sole risk of the Provider. The Town will have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate. The Town may require Provider to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the Town assumes no liability or obligation resulting from its examination, acceptance, or rejection of information presented.
 5. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. Town of Abita Springs may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to the Town of Abita Springs, Office of the Mayor no later than the time of submission of the Contract to the Town. 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, the Town of Abita Springs (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

The insurance coverages checked (✓) below are those required for this Contract.

1. **Commercial General Liability*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for, and the certificate(s) of insurance shall indicate the following coverages:
- a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal/Advertising Injury;
 - e) Broad form property damage (for Projects involving work on Town property);
 - f) Explosion, Collapse and Damage to underground property.
 - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.

2. **Business Automobile Liability*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
- a) Any auto;

or

- b) Owned autos; **and**
- c) Hired autos; **and**
- d) Non-owned autos.

Endorsement for Pollution coverage for all vehicles used to transport fuel.

3. **Workers' Compensation/Employers Liability insurance*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.

4. **Pollution Liability and Environmental Liability*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third-party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Town, whichever is earlier; **AND**
- 2) continuous coverage must be provided to the Town with the same retro date for 24 months following acceptance or termination of the Project by the Town either by
 - a) continued renewal certificates **OR**
 - b) a 24-month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

5. **Contractor's Professional Liability/Errors and Omissions*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Town, whichever is earlier; AND
- 2) continuous coverage must be provided to the Town with the same retro date for 24 months following acceptance or termination of the Project by the Town 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 coverage 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 Town prior to the commencing of any work. The Town has the right, but not the duty, to approve all insurance coverage prior to commencement of work. If any of the required policies are or become unsatisfactory to the Town as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Town, the Provider shall promptly obtain a new policy, timely submit same to the Town for approval, and submit a certificate thereof as provided above. The Town agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Town 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 Town. In the event that the second submission is insufficient or is not approved, then the Town shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
- F. The Provider shall secure and maintain at its expense such insurance that will protect it and the Town of Abita Springs (the "Town") 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 Town and provide thirty (30) days prior notice of cancellation to the Town, in writing, on all of the required coverage.

G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Town 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:

**Town of Abita Springs
P O Box 461 –72077 Live Oak St.
Abita Springs, LA 70420**

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

***NOTICE:** The Town of Abita Springs 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:

**Town of Abita Springs
P O Box 461 –72077 Live Oak St.
Abita Springs, LA 70420
Telephone: 985-892-0711
Email: Ischaefer@abitaspringsla.gov**

ATTACHMENT E

HOLD HARMLESS AGREEMENT

_____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the Town of Abita Springs, its elected and appointed officials, departments, agencies, boards and commissions, its officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit, as described in the paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this ____ day of _____, 20__

WITNESSES:

Print Name: _____

Print Name: _____

(Name of Contractor)

BY: _____

(Signature of Authorized Officer)

Print Name: _____

Title: _____

STATE OF _____

PARISH OF _____

SWORN TO and subscribed before me, Notary, on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Please complete the following:

Claims contact for this project will be:

(Print name and title of Contact Person)

Address

Email address

Telephone#

Cell #

Fax #

Coordination & Monitoring of Debris Removal

ATTACHMENT F

**AFFIDAVIT PURSUANT TO LA R.S. 38:2224 AND ETHICS PROVISIONS
FOR PROFESSIONAL & ESSENTIAL SERVICE CONTRACTS**

STATE OF _____

PARISH OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish, 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 the Town of Abita Springs.
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 the Town of Abita Springs, 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 the Town of Abita Springs, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with the Town of Abita Springs 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 OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish, 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 the Town of Abita Springs for the physical performance of services within the State of Louisiana.
2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
3. That affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

Printed Name: _____

Title: _____

Name of Entity: _____

THUS, SWORN TO AND SUBSCRIBED BEFORE ME,

THIS _____, DAY OF _____, 202__.

Notary Public

ATTACHMENT G

SAMPLE SCORING MATRIX
RFP # 2026-DM-02
Coordination & Monitoring of Debris Removal

 Vendor/Business Name

 Evaluator's Name

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Compliance with the RFP	5pts		
Understanding of the Project	5pts		
Approach and Monitoring Plan (The Monitoring Plan)	30pts		
Qualifications and References	20pts		
Costs and Fees	20pts		
DBE/Women- Owned Labor Surplus Use	5pts		
Financial Strength & Stability	15pts		

Vendor Total

100pts

Signature of Evaluator: _____

Date: _____

**ATTACHMENT “H” - Scope of Services
Coordination & Monitoring of Debris Removal**

SERVICE REQUIREMENTS

- A. General Requirements
- B. Project Requirements
- C. Contractor Staffing Requirements
- D. Reporting Requirements
- E. Billing Requirements

A. GENERAL REQUIREMENTS

The Contractor shall meet all Contract requirements in the general Professional Service Contract including the prescribed insurance requirements and provide all labor, equipment and materials required to perform the Scope of Work outlined in RFP-COORDINATION & MONITORING OF DEBRIS REMOVAL and Attachments.

Contractor, or his representative, must attend the “the Town of Abita Springs Annual Emergency Kickoff Meeting” held at the Abita Springs Town Hall in Abita Springs, La, annually prior to the start of the hurricane season.

B. PROJECT REQUIREMENTS

1. Contractor must be ready to commence work based on disaster declarations. Contractor must be prepared to commence work during emergency road network restoration work by others (the Push) immediately following an emergency event.
2. Commencing on the declaration of a disaster, at the discretion of TOAS, Contractor must staff at least one field office to manage the Debris Coordination and Monitoring Programs. Contractor shall provide all equipment, supplies and security necessary to operate the field offices. Contractor shall be responsible for all costs associated with the establishment and operation of any field office needed.
3. Field Offices must be staffed at a sufficient level to handle the resulting phone calls and requests relating to the Debris Coordination and Monitoring Programs in a timely manner and at all times will have a minimum of two (2) people on duty.

Field Offices shall be open as follows unless otherwise directed by TOAS:

Monday through Friday - 8:00 am - 8:00 pm

Saturday - 8:00 am - 12:00 noon

Sunday - To Be Determined

4. If necessary, Contractor shall be responsible to maintain and staff a "project central office" in TOAS and same shall be operational within one month of the disaster declaration. Sufficient staff and communication lines shall be available so that timely responses and services can be provided to the people of TOAS for the Debris Coordination and Monitoring Program.

5. Contractor shall be responsible for handling all calls from the public, the Push and EDR&D Contractors and any Subcontractors. Contractor shall provide logs with all phone calls received, including caller name, location and contact info to TOAS.
6. Contractor shall be responsible for coordinating all aspects of the project with FEMA, and any other regulatory agency, and to ensure that only eligible work and projects are performed by the Push, EDR&D, and Monitoring Contractors. Contractor shall issue tickets for eligible work only.
7. Contractor shall be responsible to implement all items of the Push and the EDR&D Programs.
8. Contractor will be required to work with the Town on the development of an RFP or bid document for any additional requirements relating to the disaster.
9. Contractor shall take all steps necessary to process the paperwork, secure approval from FEMA and any other agency and issue authorization to proceed as required by TOAS.
10. Contractor shall ensure that all work relating to the disaster is completed within the prescribed deadlines set by TOAS.
11. Contractor shall monitor, supervise, coordinate and manage all aspects of the Push and the EDR&D Contracts and ensure that only eligible work is performed. Contractor shall ensure compliance of all Contractors, Subcontractors and personnel with FEMA 325, FEMA 327, FEMA 321, FEMA Public Assistance Policy Guides and any other agency, and all other policies & procedures and Project Worksheets (PWs) issued by FEMA or other federal or state agencies in response to a disaster or debris causing event. Contractor will also ensure compliance with any amendments or revisions to said regulations, policies, procedures and PWs which occur during the process of implementing the Push and EDR&D Contracts. Full accounting and reporting are required for successful completion of the project.
12. The Contractor is responsible for all additional tasks that may be added to the scope of work to meet FEMA and any other agency program requirements.
13. Contractor is responsible for documenting the debris contractor's compliance with debris site regulations, including site permitting and preparation, and site restoration after completion of removal activities. Before and after photos of all TDSRs and disposal sites shall be obtained.
14. Contractor is responsible for supplying to the Town access to online "live" portal of access to monitor grid formatted locations of debris removal trucks and personnel as well as eligible tickets, areas of completion and information requested by Town for purpose of tracking.

c. CONTRACTOR STAFFING REQUIREMENTS

Only positions and rates authorized by the resulting contract of this Proposal will be utilized to perform the work. Any positions or rates billed TOAS other than those listed and approved in the contract will not be paid. See Final Contract "APPROVED POSITIONS & RATES".

1. All staff shall be adequately trained and qualified to execute the project requirements and ready upon notification of activation.

NOTE: Work to be managed by this project may require diverse types of monitoring. Some work may be monitored on a complete lump sum basis and other work may be monitored and recorded under cubic yards. All debris items/piles should be photographed prior to removal. The cleared ROW or other facility should be photographed to document proper completion of the removal. All damage to public and private property caused during project operations should be immediately photographed and documented.

2. In the Proposal, the Contractor shall provide a flow chart showing the proposed positions, titles, and oversight structure of the workforce. Upon award and activation of the contract, the Contractor shall provide to TOAS for approval a detailed flow chart showing the following:
 - a. Approved Position/title/duties;
 - b. Number of employees for each position;
 - c. The approved rate for each position;
 - d. Any other resources needed to implement the Debris Coordination and Monitoring Contracts and Plans.

During activation the flow chart shall be updated weekly by the Contractor based upon the tasks to be performed, the amount of activity and the volume of work.

3. The debris monitor's roles and responsibilities in the field include, but are not limited to:
 - Measure and certify truck capacities (recertify on a regular basis).
 - Legibly complete and physically control load tickets (in monitoring towers and the field). (Electronic tickets will be eligible based on their ability to meet all requirements of current paper forms & approval by TOAS.).
Electronic tickets must be accompanied by photographs of 1) the ROW loading process, and 2) the filled truck at the disposal site (from the Tower).
 - Validate hazardous trees, including hangers, leaners, and stumps (use appropriate documentation forms).
 - Ensure that trucks are accurately credited for their load. Photograph each filled truck at the disposal site Tower.
 - Ensure that debris is mechanically loaded into trucks and is reasonably compacted.
 - Ensure that trucks are not artificially loaded to maximize reimbursement (e.g., debris is wetted, debris is fluffed - not compacted).
 - Ensure that hazardous waste is not mixed in with loads.
 -

- Ensure that all debris is removed from trucks at the TDSR/Debris Management Sites or other disposal sites.
- Report cases where improper equipment is mobilized and used.
- Report cases where personnel safety standards are not followed.
- Report cases where general public safety standards are not followed.
- Report & photograph damage caused by contractors.
- Report if completion schedules are not on target.
- Ensure that only debris specified in the scope of work of the Push and DEBRIS COORDINATION AND MONITORING is collected and identify work as potentially eligible or ineligible. Ineligible work should not be ticketed.
- Monitor site development and restoration of the Debris Management Sites & Temporary Debris Staging & Reduction Sites (TDSRs).
- Ensure daily loads entering the Debris Management Sites meet permit requirements for those sites.
- Ensure that work stops immediately in an area where human remains, or potential archeological deposits are discovered.
- Report to project manager if debris removal work does not comply with all local ordinances as well as State and Federal regulations.

NOTE: ALL TIME UNDER THIS CONTRACT WILL BE PAID AT THE HOURLY RATE REGARDLESS OF THE NUMBER OF HOURS WORKED. THE HOURLY RATE SHALL INCLUDE ALL ASSOCIATED COSTS FOR THE POSITION, INCLUDING BUT NOT LIMITED TO BENEFITS, INTERPARISH TRAVEL COSTS, OFFICE COSTS, EQUIPMENT, SUPPLIES, ETC. NO ADDITIONAL CHARGES WILL BE ALLOWED OUTSIDE OF THE HOURLY RATE.

5. Time for lunch, personal time, sick time, vacation time, stand-by time, idle time and travel are not billable time.

D. PROJECT MEETINGS & REPORTING REQUIREMENTS

1. MEETINGS

- a. The Contractor will be required to attend the Town of Abita Springs Annual Emergency Kickoff Meeting held at the Abita Springs Town Hall in Abita Springs, La, annually prior to the start of the hurricane season.
- b. The TDA shall schedule and administer a pre-deployment meeting, periodic progress meetings and specially called meetings throughout progress of the work. The Contractor or Contractor's representative(s) are required to attend all meetings. The format/agenda for meetings shall be agreed upon by the Parish.
- c. Representatives of Contractors, Sub-Contractors and Suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents. The Town, at its discretion, may limit attendance of subcontractors.
- d. Other meetings may be required in during the procurement or pre-award period.
- e. Weekly progress meetings are required for the project's duration.

- f. The debris Contractor's Project Manager and the TDA are to meet daily to discuss project schedule & progress, issues & obstacles, compliance matters, and other topics as required. Reports of these meetings and topics discussed shall be provided to the Town daily.
2. PROJECT REPORTING
 - a. Contractor shall send/email copies of all daily load tickets issued, and Daily Project Summary Report, contractor meeting reports, etc. by the following morning.
 - b. All Contractor employees shall use TOAS's Daily Activity Log to record daily activities and support billed amounts (Attachment H-1). Contractor shall provide detailed daily work plans and schedules for field personnel providing hours of work, lunch and breaks for review and approval of TOAS prior to starting work.
 - c. Contractor shall use the Town's "Truck Certification Form" and transmit the original white copy to TOAS by the following morning along with the corresponding truck photographs. The Contractor is expected to validate all field calculations for truck capacities and correct any errors the by the following day. After advising the Town of calculation discrepancies, the TDA is responsible for notifying debris contractor of corrections to certified truck volumes.
 - d. Contractor shall meet all reporting requirements for the completion of the Push and the EDR&D Programs, and any other assigned projects associated with a disaster. Photos of certified trucks, hazardous trees & stumps (prior to removal), debris piles and CY loads or as agency requires. Debris photographs should depict the threat to the public, and the need for removal of the hazard.
 - e. Contractor shall submit daily reports as required by TOAS. The substance of these reports shall be determined with the TDA based upon the debris activities performed.
 - f. Electronic, detailed spreadsheets for the reconciliation of tickets and site-specific work are required. Other reports may be requested by TOAS as the need arises based upon the activities performed.
 - g. The reports must be adequate to demonstrate that sufficient measures were taken to ensure eligibility, accurate debris quantities and labor hours.
 - h. The Contractor will be held financially responsible for incomplete reporting or incorrect calculation of certified truck capacities, debris loads or tickets.

3. PROJECT COMPLETION

The Contractor shall provide TOAS Finance Department with two (2) digital copies of all project documentation, reports, tickets, and photos. Compact discs preferred.

E. BILLING REQUIREMENTS

1. Billing of Contract Services

Invoices shall be submitted weekly and shall include:

- a. Cover sheet with total hours billed by position.
- b. Timesheets and Daily Activity Logs to document total hours billed.
- c. TOAS may require additional information to facilitate payment either at the time of submission or afterward.

- d. All invoices should contain the Purchase Order Number and all supporting documentation.
2. Approval of Debris Contractor Invoices
- a. The Push and EDR&D Contractors shall submit all requests for payment to the Coordination & Monitoring Contractor.
 - b. The Coordination & Monitoring Contractor shall be required to review, dispute, reconcile and approve (certify) all payments to be made by TOAS to the Push and EDR&D Contractor or any other assigned Contractor.

ATTACHMENT I-1

ACKNOWLEDGEMENTS REGARDING FEDERAL ASSISTANCE WITH DEBRIS REMOVAL

The Contractor acknowledges that any activation under this Contract may be declared for federal assistance and acknowledges the following:

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor agrees to comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Contractor's Authorized Official or Principal's Signature

Printed Name and Title

Firm Name

Date

THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL

ATTACHMENT I-2

BYRD ANTI-LOBBYING CERTIFICATION 31 U.S.C. 1352

For Contracts of \$100,000 or more, including amendments, the undersigned Prime Contractor's Authorized Official or Principal certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federally funded contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federally funded contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients (subcontractors) shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction or contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction or contract imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Pursuant to 31 U.S.C. §

(Byrd Anti-Lobbying Continued)

1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned Prime Contractor's Authorized Official or Principal also agrees that the requirements of the Byrd Anti-Lobbying Act, and associated regulations, applies to all tiers of subcontractors performing work under the Contract.

The undersigned Prime Contractor's Authorized Official or Principal certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Prime Contractor's Authorized Official or Principal understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification, Contract and disclosure, if any.

Contractor's Authorized Official or Principal's Signature

Printed Name & Title

Firm Name

Date

THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL

ATTACHMENT I-3

SUSPENSION AND DEBARMENT CERTIFICATION BY CONTRACTOR

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, and **must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.**
- (3) This certification is a material representation of fact relied upon by the Town of Abita Springs. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Abita Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. **The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions (sub-contracts).**

Contractor's Authorized Official or Principal's Signature

Printed Name and Title

Firm Name

Date

THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL

ATTACHMENT J

Disadvantaged Business Enterprises, Women-Owned & Labor
Surplus Area Firms (DBEWOLS) Compliance

INSTRUCTIONS

The Proposing Firm is required to take the affirmative steps listed in 2 CFR 200.321 (1-5). In addition, the following documentation is required to be submitted with the response to this RFP in order for consideration to be given for DBEWOLS Participation.

1. DBEWOLS Commitment Agreement Form (See sample) - use when a DBE firm is to be used (Also complete this form if the PROPOSER is a DBE Firm.
2. Copies of Emails to DBE firms seeking their participation in the Project
3. All Proposers must complete the "Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firms {DBEWOLS} Disclosure Statement and Commitment Agreement Form

DBE Participation Scoring

5 pts Proposing firm is a DBEWOLS firm, or

Provides one or more "*Commitment Agreement Form(s)*" completed by a registered DBEWOLS Firm."

3 pts Proposing firm provides copies of emails evidencing the solicitation of registered DBEWOLS Firms for the project.

0 pts Proposing firm is NOT a registered DBEWOLS firm and did NOT solicit registered DBEWOLS firms for the project.

NOTE: Attachment J Form "*Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firms (DBEWOLS) Disclosure Statement and Commitment Agreement Form*"
MUST BE SUBMITTED WITH THE PROPOSAL.

ATTACHMENT J

Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firms
(DEBWOLS) Disclosure Statement and Commitment Agreement Form

Disclosure Statement (to be completed & submitted by all Proposers)

Check here if Proposing Firm is NOT a registered Disadvantaged Business Enterprise, Women-Owned or Labor Surplus Area Firm.

Check here if Proposing Firm IS a registered Disadvantaged Business Enterprise, Women Owned or Labor Surplus Area Firm.

Commitment Agreement Form (complete as applicable)

This commitment is subject to the award and receipt of a signed contract between
(Prime Contractor Name) _____ and
the Town of Abita Springs.

Project	Name:	RFP No.		
Type of Firm	Firm Name	DBE	Women-Owned	Labor Surplus Area
	Address			
	City, State, Zip			
	Phone		()	
	Contact Person			
	Email			
Contact Signature				

The above-named DBE, Women-Owned or Labor Surplus Area firm has agreed to perform services for (Prime Contractor Name} _____ in the event it is awarded the Contract for the Project and RFP referenced above: The services to be provided may include, but are not limited to: