



## 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# 26-5-3 – Rebid Jail Health Care Services**

This RFP is available online at: LaPAC – Louisiana Procurement and Contract

Network:<https://www.cfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>

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

Responses will be received by the Department of Procurement, **until 2:00 pm CST Tuesday, June 16, 2026**. Each response will be evaluated by designated Parish personnel after the submission deadline and public opening has passed.

Each Proposal must be sealed. The outside of the envelope, box or package should be marked with the Proposer's Name and Address, the Proposal Name, the RFP #, and the Proposal Opening Date. The successful Respondent must supply St. Tammany Parish Government with all required documentation as specified in the RFP documents. Said Respondent must also be in Good Standing and licensed to do business in the State of Louisiana.

Proposals will be received at the St. Tammany Parish Government Department of Procurement Office, 21454 Koop Dr., Suite 2F, Mandeville LA., 70471 from each Respondent or his agent, or by certified mail with return receipt requested.

Procurement Department

PROCUREMENT DEPARTMENT  
P.O. BOX 628 | COVINGTON, LOUISIANA | 70434 | [PROCUREMENT@STPGOV.ORG](mailto:PROCUREMENT@STPGOV.ORG) 985-898-2520  
[WWW.STPGOV.ORG](http://WWW.STPGOV.ORG)

**REQUEST FOR PROPOSAL**  
**ST. TAMMANY PARISH GOVERNMENT**

**Rebid Jail Health Care Services**



**RFP Number: 26-5-3**

**Proposal Opening Date: Tuesday, June 16, 2026**

**Proposal Opening Time: 2:00PM**

**May 12, 2026**

<b>TABLE OF CONTENTS</b>
--------------------------

PART I: OVERVIEW.....	4
1.1 Background/Purpose.....	4
1.2 Definitions .....	4
1.3 Schedule of Events.....	5
1.4 Proposal Submittal.....	5
1.5 Proposal Response Format.....	6
PART II: Technical Proposal.....	8
2.1 Technical Proposal.....	8
2.2 Period of Agreement.....	7
2.3 Price Schedule.....	7
2.4 Deliverables .....	7
2.5 Location .....	7
PART III: EVALUATION .....	30
PART IV: PERFORMANCE STANDARDS .....	31
4.1 Performance Requirements.....	31
4.2 Performance Measurement/Evaluation.....	31
PART V: GENERAL PROVISIONS .....	31
5.1 Legibility/Clarity .....	31
5.2 Confidential Information, Trade Secrets, and Proprietary Information.....	31
5.3 Proposal Clarifications Prior to Submittal .....	32
5.3.1 Pre-proposal Conference.....	32
5.3.2 Proposer Inquiry Periods.....	33
5.3.3 Blackout Period.....	33
5.4 Errors and Omissions in Proposal.....	34
5.5 Performance Bond .....	34
5.6 Changes, Addenda, Withdrawals.....	34
5.7 Withdrawal of Proposal .....	35
5.8 Material in the RFP.....	35
5.9 Waiver of Administrative Informalities.....	35
5.10 Proposal Rejection .....	35
5.11 Ownership of Proposal.....	35
5.12 Cost of Offer Preparation.....	35
5.13 Non-negotiable Contract Terms.....	35
5.14 Taxes .....	36
5.15 Proposal Validity .....	36
5.16 Prime Provider Responsibilities.....	36
5.17 Use of SubProviders .....	36
5.18 Written or Oral Discussions/Presentations .....	36
5.19 Acceptance of Proposal Content.....	37
5.20 Evaluation and Selection .....	37
5.21 Contract Negotiations .....	37
5.22 Contract Award and Execution.....	38
5.23 Acknowledgment and Waiver of Protest Rights.....	38

5.24	Notice of Intent to Award .....	38
5.25	Insurance Requirements.....	39
5.26	SubProvider Insurance.....	39
5.27	Indemnification and Limitation of Liability .....	39
5.27.1	Duty to Defend .....	39
5.27.2	Provider Liability .....	39
5.27.3	Force Majeure .....	39
5.27.4	Indemnification .....	40
5.27.5	Intellectual Property Indemnification .....	40
5.28	Fidelity Bond Requirements .....	40
5.29	Payment .....	40
5.29.1	Payment for Services .....	41
5.30	Termination.....	41
5.30.1	Termination of the Contract for Cause .....	41
5.30.2	Termination of the Contract for Convenience .....	41
5.30.3	Termination for Non-Appropriation of Funds .....	41
5.30.4	Default of Provider.....	42
5.31	Assignment .....	42
5.32	No Guarantee of Quantities .....	42
5.33	Audit of Records.....	42
5.34	Civil Rights Compliance.....	42
5.35	Record Retention .....	43
5.36	Record Ownership .....	43
5.37	Content of Contract/ Order of Precedence.....	43
5.38	Contract Changes.....	43
5.39	Substitution of Personnel.....	43
5.40	Governing Law .....	43
5.41	Anti-Kickback Clause.....	44
5.42	Clean Air Act.....	44
5.43	Energy Policy and Conservation Act.....	44
5.44	Clean Water Act.....	44
5.45	Anti-Lobbying and Debarment Act .....	44

- Attachment “A” – Pricing Sheet
- Attachment “B” – Sample Contract
- Attachment “C” – Acknowledgment and Waiver
- Attachment “D” – Insurance Requirements
- Attachment “E” – Affidavits
- Attachment “F-1” – Sample Scoring Matrix
- Attachment “G” – Sample Corporate Resolution
- Attachment “H” – Sample Certificate of Insurance

**REQUEST FOR PROPOSAL  
FOR  
Rebid Jail Health Care Services**

**PART I: OVERVIEW**

**1.1 Background/Purpose**

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified health care firms for the St. Tammany Parish Jail. The operation includes responsibility for all healthcare services, as well as pharmaceutical supplies, labor, license, insurance, medical supplies, and everything required to provide daily inmate medical services.

The average daily Parish inmate population in the facility shall include both male and female inmates. The projected daily inmate population for this facility is 625. However, proposals will be based on populations of up to 700.

Submittal of a proposal does not create any right or expectation to a contract with 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	May 20, 2026	8:00 AM
2. Pre-Proposal Conference (if required):*	Omitted as not applicable to this RFP	
3. Deadline to receive written inquiries	June 5, 2026	2:00 PM
4. Deadline to answer written inquiries	June 11, 2026	2:00 PM
5. Proposal Opening Date (deadline for submitting proposals)	June 16, 2026	2:00 PM
6. Oral discussions with proposers, if applicable		<i>TBD</i>
7. Notice of Intent to Award to be mailed		<i>TBD</i>
8. Contract Initiation		TBD

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

### 1.4 Proposal Submittal

This RFP is available online at: LaPAC – Louisiana Procurement and Contract Network:<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=1>  
85

**NOTE:** LaPAC is the State’s online electronic solicitation notification system on the Office of State Procurement website. LaPAC provides an immediate e-mail notification to subscribing vendors of a STPGOV solicitation and any addenda posted. To receive the e-mail notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:  
[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

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

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

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

- X **Name and Address of Proposer**
- X **Proposal Name: Rebid Jail Health Care Services**
- X **RFP #: 26-5-3**
- X **Proposal Opening Date: Tuesday, June 16, 2026**

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**: Minimum qualifications for all proposers as referenced in Section 2.1
- D. **Proposed Solution/Technical Response**: Illustrating and describing proposed technical solutions and compliance with the RFP requirements
- E. **Innovative Concepts**: Presentation of innovative concepts, if any, for consideration.
- F. **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.
- G. **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.
- H. **Acknowledgment and Waiver**: Proposer shall execute and have notarized an Acknowledgment and Waiver (Attachment "C" hereto).
- I. **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: Technical Proposal**

### **2.1 TECHNICAL PROPOSAL**

The Technical proposal paragraphs must correspond to the numbered sections below:

1. Those responding to this RFP must follow its procedures and requirements. Failure to comply with or complete any part of this RFP may result in rejection of the proposal. All proposals must include:
  - a. A cover Letter
  - b. A list of the personnel who will be in direct contact with staff and inmates along with their resume, qualifications, and the percentage of their job that will be devoted to this contract.
  - c. All proposals must include a brief resume of all similar projects your firm has performed for the past three years. Each project listed shall include the names and phone numbers of a contact person for the project for review purposes.
  - d. All proposals must list a name, address and administrator, all detention or correctional facilities where the proposer has obtained accreditation by the American Correctional Association and other recognized body according to the National Commission of Correctional Health Care standards (i.e., ACA, etc.)
  - e. An organizational chart demonstrates the reporting structure and the resilience of your organization to personnel change.
  - f. Three (3) references from clients for whom the Proposer has preformed similar scope of services.

### **MINIMUM QUALIFICATIONS FOR ALL PROPOSERS**

1. The proposer must demonstrate the knowledge and ability to obtain American Correctional Association Accreditation and the quality of its care by having obtained that accreditation in a jail which is of a size comparable or larger to that of St. Tammany Parish.
2. The proposer must demonstrate its ability to provide a health care system specifically for St. Tammany Parish. It must demonstrate its ability for an immediate contract start-up as of contract date, that it has a proven system of recruiting staff and it has adequate support staff in its central office capable of competently supervising and monitoring its operation at St. Tammany Parish as well as supplemental resource backup as may be necessary.
3. The proposer must demonstrate the ability to provide a system of technical and medical support to the on-site personnel.
4. The proposer must demonstrate the ability to prepare and implement written policies and procedures which comply with all standards and requirements set forth herein, and to conduct an annual evaluation of compliance with its policies and procedures.
5. The Proposer must demonstrate the ability to maintain an open and collaborative relationship with the administration and staff of the Sheriff's Office and Jail Facility.

## STAFFING/PERSONNEL

- a) All proposals must contain an appropriate weekly staffing matrix. Staffing matrix should include all relevant information as indicated in the sample breakdown of personnel provided below (**Note: information listed below is for demonstrative purposes only and does not represent desired or anticipated staffing matrix**).

Personnel	Hrs/Wk	FTE
<b>Medical Providers</b>		
Medical Director (MD)	24	0.6
Midlevel Provider (NP /PA)	40	1
<b>Oversite Operations</b>		
Health Services Administrator (RN)	40	1.00
Director of Nursing (RN)	40	1.00
Administrative Assistant / Health Information Technician	40	1.00
<b>Clinic</b>		
Registered Nurse (RN)	84	2.10
LPN-PA	168	4.20
LPN-AP	84	2.10
LPN-PA	84	2.10
<b>Pill Team</b>		
LPN-AP	336	8.40
<b>Mental Health</b>		
Psychiatrist	8	0.20
MH Professional (LPC / LCSW)	60	1.50
<b>Dental</b>		
Dentist	6	0.15
<b>Total Payroll</b>	1,014	25.35

- b) Awarded vendor will make a concerted and dedicated effort to seek and process health insurance reimbursements to help reduce overall costs. As such, vendors may choose to include a position (i.e. Administrative Assistant) in their staffing matrix that is dedicated to health insurance reimbursement.
- c) Proposers must also include a section summarizing the need for each position included in their staffing matrix. Summary should also include anticipated “day-to-day” duties and responsibilities for each position.

## **ACCREDITATION STANDARDS**

All proposals must demonstrate that the proposer has the willingness and the ability to meet or exceed all current accreditation standards (American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC) and be willing to comply to any additional standards St. Tammany Parish desires to pursue.

## **DATA REPORTS**

All proposals must demonstrate that the proposer can provide accessible data reports monthly and as needed or requested. Ultimately the St. Tammany Parish Sherriff's office or Parish Government may use these data reports for purposes of; supporting outside funding opportunities, assessing the services provided, identifying health trends, chronic/acute disease trends, outbreak concerns, etc.

## **PROTECTION OF RIGHTS**

- In addition to inspecting and reviewing the Provider's services to determine their acceptability, the Parish shall be empowered to inspect and review the Provider's services in progress at such reasonable times as desired by St. Tammany Parish.
- No reports or other documents produced in whole or part under the contract shall be the subject of an application for copyright by or on behalf of the Provider, and all rights are reserved for St. Tammany Parish.
- The Sheriff, Warden, or Chief Administrative Officer shall have the right to suspend a contracted employee.

## **DAILY INMATE CENSUS**

- A daily computer-generated census listing of all inmates constitutes the grouping of individuals for which the Provider will be responsible for providing medical care.
- Excluded from the Provider's responsibility will be those inmates in custody at hospitals, on temporary release or furlough, including inmates temporarily released for the purpose of attending funerals or similar family emergencies; inmates on escape status, inmates on pass/parole/supervisory custody who do not sleep in the jail; and inmates in the custody of other police of penal jurisdictions. This will also include any inmates that belong to Louisiana Department of Corrections and Federal Corrections.

## **MEDICAL AUDIT COMMITTEE**

The committee shall be responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the medical program. The objective of the committee is to ensure that quality health services are available to all inmates. The Warden or his Designees will be included on this committee.

## **QUALITY ASSURANCE PROGRAM**

The medical director will establish a Quality Assurance Program for assuring that quality health care services are provided to inmates. This Program will evaluate the health care provided to inmates both on-site and off-site for quality, appropriateness, and continuity of care; additionally, the following shall be provided;

- In-service medical education programs for Sheriff's employees.
- Personnel files shall be maintained on contractual personnel and made available to the Sheriff or Parish Government upon request.
- The quality assurance program must be consistent with any requirements of the Sheriff and may include but not be limited to audit and medical chart review procedures.
- Periodic meetings shall be held between the Sheriff's staff and Provider's staff to review significant issues and changes as well as to provide feedback relative to the quality assurance program so that any deficiencies or recommendations may be acted upon. Also, when requested, the Provider will provide appropriate personnel to participate in other meetings scheduled by the Warden. This will include regular reports from the Provider in a form acceptable to Warden, and available to the Parish upon request.

## **STAFFING**

- Provider will provide a weekly staffing attendance report that should mirror staffing matrix. The report should include time in/time out for employees and their respective titles. Sheriff's staff will conduct regular unannounced in-person staffing audits to ensure that weekly staffing reports accurately represent contracted staffing matrix. It is the responsibility of the Provider to ensure that all contracted positions are present and on-site. If positions are not covered in any given week, monthly payment will be prorated appropriately.
- Provider must submit a list of employees and match them up to the weekly staffing matrix.
- All Provider's employees must check-in and check-out at the front desk and wear Sheriff's Department identification badges at all times while on duty. Any personnel changes (i.e. absences, leave) must be addressed ahead of time and disseminated to the St. Tammany Parish Jail.
- The Provider must recruit, interview, hire, train, and supervise all health care staff and assure health care staff is consistently adequate to meet all conditions and specifications at all times.

## **JAIL SECURITY**

- The Provider shall have no responsibility for the physical security of the inmates in custody; the Sheriff will be responsible for such security. In the event that any medical directions for health services for any individual inmate or groups of inmates including but not limited to transfers to health care facilities, should not be acted upon by the Parish within a time limit specified in writing and agreed to by the Warden, the Provider shall thereby be released from all responsibility for harm directly caused by the delay. If circumstances exist where there is a perceived delay by the Parish in performing the requirements of this provision, it is the Providers responsibility to contact the Shift Commander and the Warden or their designee, notify them directly of the situation and that there is medical necessity that action be taken by the Sheriff to resolve the concern within a certain amount of time.
- The Provider shall have no responsibility for security or for the custody of any inmate at any time, such responsibility being solely that of the Sheriff's staff. The Provider shall have sole responsibility in all matters of medical, mental health, and dental judgement. The Provider shall have primary, but no exclusive responsibility for all the identification, care and treatment of inmates who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff and his staff

shall support, assist and cooperate with the Provider, and the Provider shall support, assist and cooperate with the Sheriff whose decision in any non-medical matter will be final. All decisions involving the exercise of medical, mental health and dental judgement still are the responsibility of the Provider.

### **MEDICAL BILLING AND INSURANCE REIMBURSEMENT**

Provider will provide a monthly report of health insurance coverage payments made back and provide the Parish with a record of this payment (via check, monthly payment offset, etc.). Provider may include a position to coordinate medical billing processes with the goal of reimbursing expenses back to the Parish. However, at the discretion of the Parish, if the costs of retaining such position regularly outweigh the amount of reimbursement received, then the Parish may choose to eliminate such position from the contracted staffing matrix at any time and prorate the payment for the absence of this position.

### **COST CONTAINMENT PROGRAM**

The awarded proposer must specify and should provide a detailed plan for the implementation and operation of a cost containment program. Addresses in this section shall be the mechanism by which the awarded proposer plans to control health care costs, areas in which cost savings will be achieved and evidence of the success of such a program at other contract sites. This program must preserve NCCHC and ACA standards and must not compromise the standard of medical care provided to the inmate.

### **MANAGEMENT INFORMATION SYSTEM**

The awarded proposer must indicate the methods to be used in implementing a system for collecting and analyzing the trends in the utilization of health care services.

### **COMPLAINT PROCEDURE**

The awarded proposer must specify the policies and procedures to be followed in dealing with inmate complaints and grievances regarding any aspect of the health care delivery system in accordance with the Sheriff's regulations. The Provider must maintain a close working relationship with the correctional staff that handles grievances, fully respond by the time required by them and promptly implement any needed action.

### **HIV MEDICATIONS**

Provider will cover the first \$50,000 worth of HIV medications each year. Provider will also disclose the negotiated rates for all issued drugs. HIV medications over the threshold stated in this section will be covered by the Parish. Any amount over this threshold must be approved by the Parish.

### **EQUIPMENT**

Provider is responsible for purchasing and maintaining all medical equipment needed for the initial commencement of the Agreement. If existing equipment is utilized, it is the responsibility of the Provider to ensure that equipment is maintained in proper working conditions. Any needed equipment purchased by the Provider is retained by the Parish at the termination of the agreement. Provider is responsible for purchasing up to \$10,000 per contract term for medical

equipment. Provider is responsible for coordinating the professional installation and assembly of any kind of purchased medical equipment. No other individuals should be asked to purchase, assemble or set up equipment used by the Provider. Equipment must be medical grade. Provider is also solely responsible for purchasing and maintaining any laptops, computers, printers and other required office equipment and accessories. All office equipment purchased by the Provider may be retained by the Provider at time of contract completion or termination.

### **AGGREGATE CAP FOR EXPENSES FOR SPECIALTY CARE**

The Parish acknowledges and agrees that it shall be responsible for payment of all costs and expenses associated with the provision of these services that occur for Specialty Care, when such costs and expenses exceed \$100,000.00 for the first twelve (12) months of this Agreement ("the Aggregate Cap Amount") and any subsequent twelve (12) month extensions of this Agreement. In addition to Specialty Care, advanced diagnostics (ultrasound, CT, etc.), chemotherapy and dialysis will apply to the Aggregate Cap. The Aggregate Cap shall be prorated for any partial twelve-month period under this Agreement. Until such time as the Aggregate Cap Amount is exceeded in any twelve-month period, the costs and expenses associated with the Specialty Care services shall be borne by the Provider. The Provider agrees to track and account for all such expenses on behalf of the Parish and provide a copy to the Parish upon request.

The term of the contract will be from July 1, 2026, through June 30, 2027, with the option of four (4) additional one (1) year renewals, if the Parish and Provider agree. A notice with intent to renew would be issued in writing by the Parish.

### **VENDOR SECURITY CLEARANCE PROCESS:**

Any vendor or vendor personnel visiting or working in an institution is required to receive security clearance prior to entering the institution's grounds. Vendor must furnish the full name, driver's license number, social security number, date of birth, race, and sex of each employee who will be entering the compound. This information must be furnished in writing to the site visit coordinator prior to commencing work on the awarded project. A criminal background check will be conducted on each employee, and upon arrival, ID cards will be issued to each employee. No vendor personnel will be allowed to work on the institution's grounds until the above clearance approval process is completed. The successful vendor is also required to provide a written inventory of tools, vehicles, and/or trailers prior to entering the institution's grounds.

### **PREA: PRISON RAPE ELIMINATION ACT:**

In accordance with DPS & Department Regulation No. C-01-022 "Sexual Assault and Sexual Misconduct", the vendor agrees to report allegations of sexual misconduct, respond to investigation inquiries, and participate in training as directed by the Department of Public Safety and Corrections. The sexual assault and sexual misconduct with inmates' acknowledgement form and the Louisiana Criminal Code: La. R.S. 14:134 Malfeasance in Office form will be signed by the vendor and kept on file at the facility. Should the regulation be modified or amended, the vendor will be notified and shall comply with the regulation as modified or amended

## **2.2 Period of Agreement**

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 5.30 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

All Proposals must contain a specific price for all healthcare services provided by this contract plus an additional price per inmate per day for excess inmates over the base number (n=700). Proposals must provide an overall cost (which includes a monthly base rate) and cost breakdown to provide medical services.

### 2.4 Deliverables

Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

### 2.5 Location

The location where the service is to be performed and managed is located at:

**St. Tammany Parish Jail  
1200 Champagne Street  
Covington, LA 70433**

## **PART III: EVALUATION**

The following criteria cited herein will be evaluated when reviewing the proposal. The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish.

The Parish will assess proposals *generally according to the established standards of the NCCHC* as set forth in the requirements of this RFP, and all federal, state, and local laws relating to health care services provided in correctional institutions, including the Louisiana Department of Public Safety and Corrections' Basic Jail Guidelines.

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

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the Project	25
Prior experience with similar contracts	30
Financial strength	15
Cost	30
<b>Total</b>	<b>100</b>

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.

Pricing will be evaluated by all costs, inclusive of the maximum fee for all services and by all other costs, if any, proposed by the Proposer.

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

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

Omitted as not applicable to this RFP.

### **4.2 Performance Measurement/Evaluation**

Omitted as not applicable to this RFP.

## **PART V: GENERAL PROVISIONS**

### **5.1 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals shall be prepared providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

### **5.2 Confidential Information, Trade Secrets, and Proprietary Information**

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

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

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

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

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

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

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

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

### **5.3 Proposal Clarifications Prior to Submittal**

#### **5.3.1 Pre-proposal Conference**

Omitted as not applicable to this RFP

#### **5.3.2 Proposer Inquiry Periods**

The Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and Parish operations. The Parish reasonably

expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

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

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

St. Tammany Parish Government Procurement Department  
Attn: Director of Procurement  
21454 Koop Drive, Suite 2F  
Mandeville, Louisiana 70471  
E-Mail: [procurement@stpgov.org](mailto:procurement@stpgov.org)

An addendum will be issued and posted on LaPAC (Louisiana Procurement and Contract Network) <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185> to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any Parish employee or Parish consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Parish is not responsible for a Proposer's failure to download any addenda documents required to complete an RFP.

### **5.3.3 Blackout Period**

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

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

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

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

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

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

#### **5.4 Errors and Omissions in Proposal**

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

#### **5.5 Performance Bond**

Omitted as not applicable to this RFP.

#### **5.6 Changes, Addenda, Withdrawals**

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

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

#### **5.7 Withdrawal of Proposal**

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

## **5.8 Material in the RFP**

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

## **5.9 Waiver of Administrative Informalities**

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

## **5.10 Proposal Rejection**

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

## **5.11 Ownership of Proposal**

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

## **5.12 Cost of Offer Preparation**

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

## **5.13 Non-negotiable Contract Terms**

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

## **5.14 Taxes**

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

## **5.15 Proposal Validity**

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

## **5.16 Prime Provider Responsibilities**

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

## **5.17 Use of SubProviders**

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

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

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

## **5.18 Written or Oral Discussions/Presentations**

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

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

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

## **5.19 Acceptance of Proposal Content**

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

## **5.20 Evaluation and Selection**

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

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

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

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

### **5.21 Contract Negotiations**

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

### **5.22 Contract Award and Execution**

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

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

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

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

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

The Parish intends to award to a single Proposer.

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

### **5.23 Acknowledgment and Waiver of Protest Rights**

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

### **5.24 Notice of Intent to Award**

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

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

### **5.25 Insurance Requirements**

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

### **5.26 SubProvider Insurance**

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

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

#### **5.27.1 Duty to Defend**

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

### **5.27.2 Provider Liability**

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

### **5.27.3 Force Majeure**

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

### **5.27.4 Indemnification**

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

### **5.27.5 Intellectual Property Indemnification**

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

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

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

incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Provider remains in default.

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

## **5.28 Fidelity Bond Requirements**

Omitted as not applicable to this RFP.

## **5.29 Payment**

### **5.29.1 Payment for Services**

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

## **5.30 Termination**

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

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

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

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

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

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

### **5.30.3 Termination for Non-Appropriation of Funds**

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

### **5.30.4 Default of Provider**

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

### **5.31 Assignment**

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

### **5.32 No Guarantee of Quantities**

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

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

### **5.33 Audit of Records**

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

### **5.34 Civil Rights Compliance**

The Provider agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal

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

### **5.35 Record Retention**

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

### **5.36 Record Ownership**

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

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

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

### **5.38 Contract Changes**

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

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

### **5.39 Substitution of Personnel**

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

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

### **5.40 Governing Law**

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

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

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

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

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

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

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

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

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

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

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

Attachment A

**Proposal Pricing Sheet  
Rebid Jail Health Care Services  
RFP 26-5-3**

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. Pricing to be honored minimum of 90 days.

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:** \_\_\_\_\_

Pricing Per Month	
Lump Sum (12 Month Period)	

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

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Provider Printed Name: \_\_\_\_\_

**CONTRACT FOR ESSENTIAL SERVICES**

**Contract No.: <txtMunisContractNum>**

Be it known, that on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, the Parish of St. Tammany Government, through the Office of the Parish President (hereinafter sometimes referred to as the "Parish") and <txtREQCompany Name>, an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") do hereby enter into this Contract for non-professional services under the following terms and conditions.

**1. SCOPE OF SERVICES**

Provider hereby agrees to furnish the following services (hereinto referred to as the "Contract"):

<txtScopeSummary>

**2. OPTION TO RENEW**

The Parish has the right to renew the term of this Contract for two (2) additional one (1) year periods, based upon the same conditions of the initial term. Parish shall notify Provider in writing of its exercise of its option for an additional term not less than thirty (30) days prior to the end of the then current term.

**3. NOTICE TO PROCEED**

The Parish, through the Director, shall issue the Provider a Notice to Proceed in writing. This notice shall include the Work Order Number, Purchase Order Number, and instructions to undertake the services stated herein. The Provider shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each task shall be completed promptly following the Provider's receipt of the Notice to Proceed.

If the Parish desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Parish and the Provider shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The Provider will be given time extensions for delays beyond its control, or for those delays caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed or due Provider for such delays.

#### **4. INSURANCE REQUIREMENTS**

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

#### **5. LIABILITY AND INDEMINIFICATION**

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

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, 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.

##### **B. Contractor Liability**

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.

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

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

#### **D. Indemnification**

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.

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

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.

## **6. TAXES**

Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes,

interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.

## **7. PARISHSHIP**

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

## **8. PAYMENT OF INVOICES**

- A. Invoices for services shall be submitted by Provider to Parish for review and approval
- B. All invoices must indicate the Parish Purchase Order Number and Work Order Number and shall be submitted to the address below:

St. Tammany Parish Government  
ATTN: Accounts Payable  
P.O. Box 628  
Covington, LA 70434

- C. All billings by Provider for services rendered shall be submitted in writing. Invoices shall not be submitted more frequently than monthly.
- D. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice

until a successful and satisfactory resolution can be had between the Parties. Parish agrees to not unreasonably withhold payments of any invoice.

- E. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employee salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

## **9. JURISDICTION**

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

## **10. NON-ASSIGNABILITY**

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

## **11. BUDGET LIMITATIONS**

The continuation of this Contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Contract. If the Parish fails to appropriate sufficient monies

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

## **12. SEVERABILITY**

If any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.

## **13. TERMINATION, CANCELLATION, AND SUSPENSION**

### **A. Termination**

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

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

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

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

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

**B. Cancellation**

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

**C. Suspension**

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

**D. Default of 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.

#### **14. AUDITORS**

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three (3) years after the date of final payment under this Contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this Contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

#### **15. DISCRIMINATION CLAUSE**

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any

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

## **16. INDEPENDENT CONTRACTOR**

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 LSA-R.S. 23:1021(7)), and not as an employee of the Parish. Nothing herein shall create a partnership between the Provider and the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this Contract. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related

contracts, unless done so in writing by the Parish. Provider acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

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

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

#### **18. AUTHORITY TO ENTER CONTRACT**

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Provider is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Provider supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

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

**WITNESSES:**

**PROVIDER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

Sample

**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: \_\_\_\_\_

**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# 25-13-3  
Jail Health Care Services**

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

Evaluator's Name \_\_\_\_\_

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Company Background and Experience	10pts		
Governance and Administration	10pts		
Health Promotion, Safety, and Disease Prevention	5pts		
Personnel and Training	10pts		
Ancillary Health Care Services	5pts		
Patient Care and Treatment	15pts		
Special Needs and Services	10pts		
Medical-Legal Issues	5pts		
Cost	30pts		

**Vendor Total                      100pts**

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

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

# Attachment "G"

## CORPORATE RESOLUTION

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

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

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

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

SECRETARY-TREASURER

\_\_\_\_\_

DATE

\_\_\_\_\_

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

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

Project Name:  
Contract #:

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

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

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

AUTHORIZED REPRESENTATIVE

**ATTACHMENT I**  
**LOUISIANA DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS**  
**BASIC JAIL GUIDELINES AND DELINEATION OF SERVICES**

**Basic Jail Guidelines**

**C. CONTINUUM OF HEALTH CARE SERVICES**

**IV-C-001 Access to Care/Clinical Services**

**(reference 7/1/2009 BJJ IV-013, ACA CJS 1-4C-01, 1-4D-01, 1-4D-03, 1-4D-04, 1-4C-08, Department Regulation B-06-001/IS-D-2, B-06-001HC-02/IS-D-HCP14, B-06-003/AM-C-4)**

At the time of admission/intake, all offenders are informed about procedures to access health services, including any copay requirements, as well as procedures for submitting grievances. Medical care is not denied based on an offender's ability to pay. The facility has a designated health authority with responsibility for health care services. When the health authority is other than a physician, final clinical judgments rest with a single, designated, responsible physician.

Written policy, procedure, and practice provide for the delivery of health care services, including medical, dental and behavioral health services under the control of a designated health care authority who shall be a physician or a licensed or registered health care provider or health agency. Access to these services shall be unimpeded in the sense that correctional staff should not approve or disapprove offender requests for services in accordance with the facility's health care plan. Oral health services include access to diagnostic x-rays, treatment of dental pain, development of individual treatment plans, extractions of non-restorable teeth, and referral to a dental specialist, including an oral surgeon. Specialty non-primary clinical services are covered by DPS&C. The requests shall be submitted by the facility staff using the software provided by DPS&C.

In accordance with R.S. 15:831, DPS&C offenders may be assessed a co-payment for receiving medical or dental treatment, including prescription or nonprescription drugs. The co-payment fee schedule shall be approved by the DPS&C. Such fee schedule for DPS&C offenders housed in local jail facilities shall not exceed the DPS&C approved rate in accordance with Department Regulation B-06-001 HC-02/IS-D-HCP14, unless prior approval has been granted by the Secretary of the DPS&C.

DPS&C offenders may be required to file a claim with his/her private medical or health care insurer, or any public medical assistance program, under which he/she is covered and from which the offender may make a claim for payment or reimbursement of the cost of any such medical treatment.

**IV-C-002 Adequate Equipment and Supplies**

**(reference 7/1/2009 BJJ IV-014)**

Adequate equipment and supplies for medical services are provided as determined by the health care authority and are in working order.

#### **IV-C-003 Provision of Treatment**

**(reference 7/1/2009 BJJ IV-015, ACA CJS 1-4D-01, 1-4D-04, Department Regulation B-06-001/IS-D-2)**

The facility has a designated health authority responsible for health care services. Requests for health services are triaged by health trained persons to ensure that needs are addressed in a timely manner in accordance with the severity of the illness. Written policy, procedure, and practice provide that anyone who provides health care services to offenders be licensed, registered, or certified as appropriate to their respective professional disciplines. Such personnel shall only practice as authorized by their license, registration, or certification. Standing orders are used in the treatment of offenders only when authorized in writing by a physician or dentist. (Standing orders are used in the treatment of identified conditions and for the on-sight emergency treatment of an offender.)

***Comment:** The health authority is responsible for arranging all levels of health services, assuring the quality of all health services, and assuring that offenders have access to them.*

***Protocol:** Written policy and procedure. Sample agreement or contract requirements with health care provider or authority. Job description.*

***Documentation:** Documentation of health authority designation. Contract. Billing records. Sick call request form. A health record. Clinical provider schedules. Current credentials/licensure.*

#### **IV-C-005 24 Hour Care**

**(reference 7/1/2009 BJJ IV-017, ACA CJS 1-4C-03, 1-4C-08)**

Written policy, procedure, and practice ensure that offenders have access to 24-hour emergency medical, dental, and behavioral health services, including on-site first aid, basic life support, and transfer to community-based services. This requirement may be met by agreement with a local state hospital, a local private hospital, on-call qualified health care personnel (see IV-C-003), or on-duty qualified health care personnel. Decisions regarding access to emergency medical services shall not be the sole province of correctional or other non-health personnel except in accordance with IV-C-004.

***Comment:** In the event that primary health services are not available back-up facilities or providers should be pre-determined. Qualified refers to a person who has the education, credentials, and experience and is permitted by law, within the scope of his or her professional practice act to evaluate and care for patients.*

***Protocol:** Written policy and procedure.*

***Documentation:** Designated facility. Provider lists. Transportation logs.*

#### **IV-C-006 Health Screens**

**(reference 7/1/2009 BJJ IV-018, ACA CJS 1-4C-09, 1-4C-10, 1-2A-14, Department Regulation B-06-001 HC-13/IS-D-HCP16)**

Written policy, procedure, and practice require that all DPS&C offenders receive a health screening by health trained or qualified health care personnel upon intake into the facility unless there is documentation of a health screening within the previous 90 days. Screening is conducted in accordance with protocols established by the health authority. If completed by health trained personnel, all intake health screens are to be reviewed by health care personnel as soon as possible. If a facility uses a different screening form it shall be required to have at a minimum the questions in the Intake Health Care Screening form (IV-C-006-A) provided by DPS&C. The purpose of the health screening is to protect newly admitted offenders who pose a health safety threat to themselves or others from not receiving adequate medical attention. This should include inquiry into:

1. Current medical, dental, or behavioral health problems and communicable diseases;
2. Current treatment plan;
3. Current medications, including psychotropic;
4. History of hospitalization;
5. Suicidal risk assessment;
6. Use of alcohol or other drugs including need for possible detoxification;
7. Possibility of pregnancy;
8. Observation of the following:
  - a. Appearance and behavior;
  - b. Body deformities and other physical abnormalities;
  - c. Ease of movement;
  - d. Current physical traumas or characteristics and a determination of whether or not the offender should be recommended for immediate transfer to the DPS&C for appropriate care;
  - e. Any physical impairment (hearing, vision, mobility) or other disability which would impede the offender's access to programs or services. Offenders identified with such impairment or disability shall be transferred to the DPS&C for further evaluation and determination of appropriate housing placement. [Reference 2008 Resolution Agreement: U.S. Department of Justice and Louisiana Department of Public Safety and Corrections.]
9. Current health insurance.

***Comment:** Health screening is necessary to detect offenders who pose a health or safety threat to themselves or others and who may require immediate health care. Health trained refers to correctional officers or other correctional staff who may be trained and appropriately supervised to carry out specific duties with regard to the administration of health care. Qualified refers to a person who has the education, credentials, and experience and is permitted by law, within the scope of his or her professional practice act to evaluate and care for patients. (See also II-A-010 for non-medical admission processes for newly admitted offenders.)*

***Protocol:** Written policy and procedure. Screening form.*

***Documentation:** Health records. Completed screening form. Transfer logs.*

#### **IV-C-006-1 Pregnancy Management (reference Department Regulation B-06-001 HC-08/IS-D-HCP33)**

Written policy, procedure and practice require that all pregnant offenders have access to obstetrical services by a qualified provider.

The local jail facility shall notify the Department's Medical Director, when a DPS&C offender is pregnant to ensure proper placement or if transfer to a DPS&C facility is necessary.

***Comment:** Transfer to a DPS&C facility is determined by the Department's Medical Director, in conjunction with LCIW's health care staff.*

#### **IV-C-007 Communicable Disease and Infection Control Program (reference ACA CJS 1-4C-06)**

Communicable diseases are managed in accordance with a written plan approved by the health authority in consultation with local public health officials. The plan includes for the screening, surveillance, treatment, containment, and reporting of infectious diseases. The plan shall comprise of testing to detect communicable diseases, including TB testing within 14 days of arrival at the facility. If there is documented evidence of TB testing within the last 12 months, new testing is not required. Qualified health care staff will evaluate for signs and symptoms of TB. Infection control measures include the availability of personal protective equipment for staff and hand hygiene promotion throughout the facility. Procedures for handling

biohazardous waste and decontaminating medical and dental equipment must comply with applicable local, state, and federal regulations.

*Comment: Communicable diseases require special attention.*

*Protocol: Written policy and procedure. Approved plan. Treatment guidelines.*

*Documentation: Health records. Clinic visit logs. Documentation of waste pick up and/or cleaning logs.*

#### **IV-C-008 Annual TB Testing**

**(reference 7/1/2009 BJJ IV-018-1, IV-018-2, Department Regulation B-06-001 HC-09A/IS-D-HCP22)**

Written policy, procedure, and practice require annual testing or medical evaluation for signs and/or symptoms of tuberculosis on all offenders. Annual TB testing will be provided at no cost to the offender. The facility's designated health care authority shall contact the DPS&C Medical Director, telephone number 225-342-1320, when an offender's test for medical signs and/or symptoms of tuberculosis is reported positive. The DPS&C Medical Director will determine if the offender requires physician or mid-level evaluation, based on the reported positive signs or symptoms.

*Comment: None*

*Protocol: Written policy and procedure.*

*Documentation: Health records.*

#### **IV-C-009 Chronic Care Program**

**(reference ACA CJS 1-4C-07, Department Regulation B-06-001 HC-11/IS-D-HCP34)**

Offenders with chronic conditions, such as diabetes, hypertension and mental illness receive periodic care by a qualified health care provider in accordance with individual treatment plans, inclusive as deemed appropriate by the respective health care provider. For offenders whose chronic disease cannot be reasonably managed by the local jail facility, a Medical Transfer Request for DOC Offenders at Local Facilities Form C-05-004-B may be submitted to the Adult Reception and Diagnostic Center.

*Comment: Chronic care guidelines are available from disease-specific organizations and various medical and physicians' associations. Qualified health care provider refers to a person who has the education, credentials and experience and is permitted by law, within the scope of his or her professional practice act, to evaluate and care for patients.*

*Protocol: Written policy and procedure. Chronic care protocols.*

*Documentation: Health records.*

#### **IV-C-010 Pharmaceuticals**

**(reference 7/1/2009 BJJ IV-019, ACA CJS 1-4C-15, Department Regulation B-06-001 HC-17/IS-D-HCP7)**

Written policy, procedure, and practice approved by the health authority provide for the proper management of pharmaceuticals. Offenders are provided medication as prescribed.

*Comment: None*

*Protocol: Written policy and procedure approved by health authority. Format for documentation of medication, inventory, and storage of medication.*

*Documentation: Health records, completed medication administration forms, inventories.*

#### **IV-C-012 Access to Sick Call**

**(reference 7/1/2009 BJJ IV-021, ACA CJS 1-4C-01, Department Regulation B-06-001 HC-01/IS-D-HCP13)**

There is a process for all offenders to initiate requests for health services on a daily basis. Written policy, procedure, and practice require that sick call is conducted by a physician and/or other qualified health care personnel who are licensed, registered, or certified as appropriate to their respective professional discipline and who practice only as authorized by their license, registration, or certification. Sick call shall be available to all offenders as follows:

- Facilities with fewer than 100 offenders - 1 time per week;
- Facilities with 100 to 300 offenders - 3 times per week;
- Facilities with more than 300 offenders - 4 times per week.

If an offender's custody status precludes attendance at sick call, then arrangements shall be made to provide such services in the place of the offender's detention.

***Comment:** Qualified refers to a person who has the education, credentials and experience and is permitted by law, within the scope of his or her professional practice act, to evaluate and care for patients.*

***Protocol:** Written policy and procedure.*

***Documentation:** Sick call request form. Health record.*

#### **IV-C-013 Infirmary Care**

**(reference 7/1/2009 BJJ IV-022, ACA CJS 1-4C-04, Department Regulation B-06-001 HC-05/IS-D-HCP20)**

If infirmary care is provided onsite, it complies with applicable state regulations and local licensing requirements. Provisions include 24-hour emergency on-call consultation with a physician, dentist and behavioral health professional. Written policy, procedure and practice provide that any offender who is identified as requiring a medical, dental, or behavioral health need for which care is not readily available from the local facility shall be immediately transferred to DPS&C. It is particularly important that smaller facilities recognize the commitment of the DPS&C to accept into their custody any DPS&C offender whose condition is problematic.

***Comment:** To ensure appropriate and coordinated transfer of healthcare management of DPS&C offenders in local jails who have health care needs, DPS&C form C-05-004-B should be completed in its entirety and faxed to 225-319-4253 at Elayn Hunt Correctional Center (Adult Reception & Diagnostic Center). The intake screening form and any other supporting documentation shall also be included when requesting transfer.*

***Protocol:** Written policy or procedure.*

***Documentation:** Admission or inpatient records. Staffing schedule. Completed form C-05-004-B.*

Attachment C

ACKNOWLEDGMENT AND WAIVER

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

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

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

WITNESSES:

\_\_\_\_\_  
Proposer

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

By: \_\_\_\_\_  
(Signature of Authorized Representative)

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

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me, Notary, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



## INSURANCE REQUIREMENTS\*

Essential Services Project: Rebid Jail Health Care Services

RFP#: 26-5-3

### **\*\*\*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, correctional healthcare liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
  3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
  4. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

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

- 1. **Commercial General Liability\*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
  - a) Premises - operations;
  - b) Broad form contractual liability;
  - c) Products and completed operations;
  - d) Personal/Advertising Injury;
  - e) **Sexual Abuse/Molestation**
  - f) Broad form property damage (for Projects involving work on Parish property);
  - g) Explosion, Collapse and Damage to underground property.
  - h) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.
  
- 2. **Business Automobile Liability\*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
  - a) Any auto;
  - or**
  - b) Owned autos; **and**
  - c) Hired autos; **and**
  - d) Non-owned autos.Endorsement for Pollution coverage for all vehicles used to transport fuel.
  
- 3. **Workers' Compensation/Employers Liability insurance\*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.
  
- 4. **Pollution Liability and Environmental Liability\*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

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

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

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



5. **Correctional Healthcare Liability or the equivalent Professional Liability for medical services\*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required that protects correctional facilities and their healthcare providers from claims arising from medical care given to incarcerated individuals. Protects against claims of negligence or malpractice in providing medical care to inmates. This insurance should include but not be limited to services provided in a correctional setting, such as allegations of "deliberate indifference," civil rights violations, and HIPAA breaches, and may also include coverage for legal defense costs.



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



7. **Cyber Liability (including Third Party Protection)** is required in the sum of at least \$2,000,000 per occurrence for any loss resulting in failure to protect any confidential data/information retained and/or transmitted within your systems including, but not limited to: Network Security Liability, Network Privacy Liability, Data Breach; Crisis Management; Unauthorized Access/Use; Computer Virus; Denial of Service Attack; Denial of Access; Improper Transmission of Data; Libel, Cyber-Libel, Slander; Product Disparagement; Violation of Right of Privacy; Misappropriation and Plagiarism; Fraud; Replacement or Restoration of Electronic Data; Extortion Threats; Public Relations Expense; Security Breach Remediation

**\*Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.

- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
- F. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

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

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

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

**Any inquiry regarding these insurance requirements should be addressed to:**

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

# HOLD HARMLESS AGREEMENT

\_\_\_\_\_ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, 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: \_\_\_\_\_

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me, Notary, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Authorized Officer)

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

Title: \_\_\_\_\_

\_\_\_\_\_

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 #

**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# 26-5-3  
Rebid Jail Health Care Services**

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

Evaluator's Name \_\_\_\_\_

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the Project	25pts		
Prior experience with similar contracts	30pts		
Financial strength	15pts		
Cost	30pts		

**Vendor Total**

**100pts**

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

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

# Attachment "G"

## CORPORATE RESOLUTION

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

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

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

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

SECRETARY-TREASURER

\_\_\_\_\_

DATE

\_\_\_\_\_

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

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

Project Name:  
Contract #:

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

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

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

AUTHORIZED REPRESENTATIVE