

**TERREBONNE PARISH CONSOLIDATED
GOVERNMENT**



**REQUEST FOR PROPOSALS
#18-EMGSW-18**

Emergency Remediation Services

APRIL 2018

INVITATION TO PROPOSERS

Sealed proposals will be received on **Monday April 30, 2018** by the Terrebonne Parish Consolidated Government Purchasing Division,, at City of Houma Service Complex, 301 Plant Road, in Houma, Louisiana 70363 until 2:00 P.M. as shown on the Purchasing Division Conference Room Clock at which time sealed proposals shall be publicly opened and the name of the Proposers read aloud.

The Request for Proposal is available in electronic form at the Terrebonne Parish Consolidated Government website <http://www.tpcg.org/bids>. Proposal documents are also posted on www.centralauctionhouse.com. To view these, download, and receive proposal notices by email, you have to register with Central Auction House (CAH). Any questions about this process, contact Ted Fleming with Central Auction House at 1-866-570-9620.

Each proposal shall be either hand delivered by the proposer or his agent in which instance the deliverer shall be handed a written receipt, or such proposal shall be sent by United States Postal Service registered or certified mail with a return receipt requested. Proposals shall not be accepted or taken, including receiving any hand delivered proposals, on days which recognized as holidays by the United States Postal Service.

Request for Proposals (RFP): #18-EMGSW-18 Emergency Remediation Services

Specifications and proposal forms are on file at the Purchasing Division, located in the City of Houma Service Complex at 301 Plant Road, Houma, Louisiana and may be obtained by prospective Proposers at no cost. Please contact Earl Eues, Office of Emergency Preparedness (OHEP) Director at 985-873-6357 with regard to the specifications or contact Gina Bergeron, Procurement Specialist at 985-580-7272 for any clarifications about the proposal documents.

The Terrebonne Parish Consolidated Government (TPCG) reserves the right to reject any and all proposals.

/s/Gordon E. Dove

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Advertise: April 10th & 17th, 2018
To Courier: April 6, 2018

INSTRUCTIONS TO PROPOSERS

PART I: GENERAL

The Terrebonne Parish Consolidated Government (TPCG) is requesting proposals from experienced and qualified firms to enter into a pre-event contract at no immediate or annual cost to the TPCG for services resulting from a natural or manmade disaster as directed by the TPCG in order to eliminate immediate threats to public health and safety and/or that which is considered essential to ensure economic recovery of the affected community. The existence of a pre-event contract does not bind the TPCG to activate any or all of the terms of the contract and such activation shall be at the sole discretion of the TPCG.

1.1 Schedule of Events

	<u>DATE</u>	<u>TIME</u>
1. RFP posted to TPCG website and blackout period begins	April 10, 2018	2:00 P.M
2. Deadline to receive written inquiries	April 18, 2018	10:00 A.M.
3. Deadline to answer written inquiries	April 24, 2018	4:00 P.M.
4. Proposal Opening Date	April 30, 2018	2:00 P.M.
5. Oral discussions with Proposers, if applicable	TBD	
6. Notice of Intent to Award to be mailed	TBD	
7. Contract Initiation	TBD	

NOTE: The TPCG reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

PART II: ADMINISTRATION

2.1 Proposal Submittal

This RFP is available in electronic form at the TPCG website http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities. It will be available in PDF format or in printed form by submitting a written request to Angela Guidry, Purchasing Manager or Earl Eues, Office of Emergency Preparedness (OHEP) Director.

It is the Proposer's responsibility to check the TPCG's website frequently for any possible addenda that may be issued. The TPCG is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal. All proposals shall be received in hard copy (printed) form **no later than the date and time shown in the Invitation to Proposers**. Fax or email submissions are not

acceptable.

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

- Proposal Name: **Emergency Remediation Services**
- Proposal Opening Date and Time:
- Contractor's License Number

Each proposal shall be either hand delivered by the Proposer or his agent in which instance the deliverer shall be handed a written receipt, or such proposal shall be sent by United States Postal Service registered or certified mail with a return receipt requested. Proposals shall not be accepted or taken, including receiving any hand delivered proposals, on days which recognized as holidays by the United States Postal Service.

Proposals may be mailed through the U. S Postal Service to our physical location at:

Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, Louisiana 70363

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.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

2.2 Proposal Response Content

To standardize and simplify the evaluation of responses, proposals should contain all of the following information and be organized in the sequence indicated below. All of the sections should be appropriately labeled and bound together under a single cover not to exceed two (2) volumes with any identified appendices included as a separate volume.

- Cover Letter:** The Cover Letter should be submitted on the Proposer's official business letterhead and generally exhibit the Proposer understands and approach to the project. It should contain a summary of Proposer's ability to perform the services requested and confirm that the Proposer is willing to enter into a contract with TPCG to perform those services as required. The cover letter should also identify the person(s) authorized by the Proposer to contractually obligate the Proposer and the person(s) who will address technical and contractual matters throughout the evaluation period. By signing the cover letter and the proposal, the Proposer certifies compliance with the signature authority required in accordance with LA R.S. 38:2212B(5) as may be amended.
- Contractor's License:** Proposer must evidence license by the Louisiana Contractor's Licensing Board to provide the required services. Proposer shall be properly licensed in accordance with LA. R.S. 37:2150-2192 for the classification of Hazardous Waste Removal Proposers must show his

license number on the Proposal Form and on the outside of the sealed envelope containing the Proposals.

C. **Narrative:** Narrative it to provide a brief history of the Proposer's firm/company and to explain the specific reasons why the Proposer believes it is the most qualified and best choice to be awarded a contract.

D. **Qualifications of the Proposer:** Proposer shall provide the following information under this section:

Each responder must provide a brief narrative describing its qualifications and capabilities in each service category. The introduction section should provide the following organization information:

- Full legal name
- Other names under which the responder does business
- Date and type of incorporation

This narrative should also include a discussion of Health and Safety and QA/QC protocols. The narrative should be limited in length. Do not include marketing and/or promotional materials in the narrative.

The following information should be included in the narrative:

- Five (5) years' experience demonstrating capacity and expertise in **Emergency Remediation Service Operations** or related fields. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal and other funding sources rules, regulations, and programs.
- Where the services will be managed from an office other than the primary office/headquarters of the Proposer, describe the office that will be responsible for the services and the specific experience and knowledge of said office as it relates to the requested services and resources.
- Documentation of location and resources available at operating office:
 - Complete address of office location
 - Specific information regarding resources at office location to include:
 - Number and disciplines of professional and technical personnel
 - Equipment: Include any specialized equipment considered necessary for this service and other routine office equipment
- Table of Organization of the Proposer reflecting the reporting structure and inclusive of names & titles.
- Resume of the principal in charge for the Proposer

Previous experience should also be included in this section. A minimum of two (2) examples / references must be provided for each of the Emergency Response Classes, and a minimum of three (3) examples of each of the IRA Support Service classes for which the Proposer is proposing. These examples must be for non TPCG funded jobs/projects done within the past five (5) years from the date of this RFP. These examples should demonstrate the depth of the Proposer's expertise. Responders in the **IRA Support Service Classes** should consider providing more examples in each category if they wish to demonstrate a full range of capabilities in the various sub categories listed; these examples are not subject to the restrictions above.

Proposers are responsible for ensuring that the person, company and telephone number listed as a reference are current and available for TPCG to contact; if not, the reference may not be considered as part of the evaluation process.

For **Emergency Response Services**, the narrative should not exceed eight (8) double spaced pages, and must include a description of the Proposer's Standard Operating Procedures and communications capabilities for responding to calls.

For **Immediate Response Action Support Service**, this narrative should not exceed fifteen (15) double spaced pages. It should include a description of any additional service capabilities the Proposer wishes to present. Additionally, this section must describe the capabilities of and previous experience working with any named subcontractors and how the activities of the prime and subcontractors will be coordinated.

Proposers submitting for both Emergency Response and Immediate Response Action Support Service should limit the narrative to no more than twenty (20) pages

All responses in this section must include an organization chart, brief resumes of those individuals who are being presented as Key Personnel. No more than twenty (20) resumes are to be provided. Previous experience / reference forms, organizational charts and resumes are not included in the page limits.

- E. Financial Stability of Proposer:** Proposer should demonstrate that they have adequate financial resources and stability to perform the services required in this RFP including the ability to secure suitable payment and performance bonds and insurances. Respondent is to demonstrate its financial capability by providing the last two (2) years of audited financial statements for its company (and any significant sub-contractors) which should include a profit and loss statement, a cash flow statement, a balance sheet as an appendix to its proposal. A non-public Respondent shall provide adequate information comparable to the information required above that allows an assessment of financial status and capability. Respondent should also list the types and amounts of insurance coverage retained.
- F. Qualifications of Project Team (including Project Manager and other Key Personnel):** Respondent should identify and provide the qualifications of project manager and key personnel that will provide services under this agreement. Indicate position, title, job responsibilities and where the personnel are proposed to be based.

Document the Project Manager's experience in the following:

- Experience demonstrating current capacity and current expertise in **Emergency Remediation Services** for a governmental entity

Resumes and any relevant certifications of the Project Manager and other key personnel. Resumes should reflect person's qualifications and experience that demonstrate the person's knowledge and understanding of the services to be performed and of the federal, state and local laws and regulations governing this type of work.

Job descriptions, which clearly identify roles and responsibilities, should be provided for all key positions and any other position(s) included in the response. In addition, copies of all relevant professional licenses or certifications should be submitted.

Provide a listing of where Key Personnel have worked together previously on projects have worked together previously on projects of a similar size, scope and complexity identify who worked together. Identify the project(s), the names of the personnel, their title, and role in the project, and if the work was performed while working with or for another company. Provide the project description(s), a brief description of the scope, and the final cost of the project.

G. Approach, Understanding and Response: Proposer should provide a description of the approach/plan to ensure the successful completion of services required by the RFP, highlighting proven strategies. This should also include reporting procedures to the TPCG. Proposer should demonstrate its ability and willingness to design the best response plan to meet the TPCG's needs in the event of a disaster and depending on the level of the disaster.

H. Operational Understanding and Approach: Proposer should demonstrate the following:

- Mobilization/operation plan that outlines the Proposer's mobilization/operation procedures following a disaster event. This outline should include a breakdown of the time required to perform each task including the guaranteed times to mobilize the Proposer's forces, to establish an onsite response and communication center, to mobilize equipment and other resources, to mobilize subcontractors (if required). The mobilization/operation plan should include a breakdown of the manpower (position titles and number of support personnel) and equipment that will be assembled during each phase of the Proposer's response.
- Subcontractor plan that provides a clear description of the scope and percentage of work the Contractor may subcontract out.
- Proposer's organizational structure and "chain of command" of the Proposer's response team. The Proposer's project management methods should be explained, including protocols for team work assignments, project tracking, and any other appropriate management considerations. Proposer should demonstrate its ability to supervise multiple crews, to manage multiple tasks simultaneously, and to resolve problems. It should also explain the Proposer's approach to ensuring the quality of work being performed by its crews and subcontractors.
- Description of the onsite emergency response and communication center including the type of communication employed by the Proposer and the Proposer's ability to interface with the TPCG's emergency response equipment.
- Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections.
- Detailed list of any other or additional services the Proposer is able to provide and how these services will be accomplished.
- A discussion of Health and Safety and QA/QC protocols.

I. Resources and Availability: This section should clearly define the availability of the Proposer's Project Manager, other key personnel, subcontractors and equipment. At a minimum, the Proposer should provide the following:

- Estimate of Proposer's current workload and future commitments to other emergency response contracts both in man hours per year and as a percentage of total workload for all key project personnel.
- A list of equipment, including, but not limited to booms (oil and/or chemical containment boom – 500'; skimmers; vacuum trucks; other trucks and vehicles – including small boats;

fully equipped response trailer or van; recovery tank – skid tank; pumps and recovery systems; screening/test kits; monitoring equipment; absorbents; Levels C and B personnel protection equipment and supplies; Level A personal protection equipment.

- In some instances, the TPCG may require the services of a Licensed Site Professional (LSP) for work performed under this contract. Proposers must demonstrate the capability to provide this service, either by an LSP on staff of the Proposer or a subcontractor (included in the resumes of Key Personnel), or through a contractual agreement at the time of submission of this RFP.
 - Proposers must identify at least one (1) subcontractor for drilling services / equipment and laboratory services if they do not have such capabilities in house.
- J. Price Proposal:** Respondents shall agree to supply and deliver the materials and services specified in accordance with this RFP and any resulting agreement. The Proposer shall agree to furnish the services specified at the prices indicated on the Price Proposal Forms which include delivery, the cost of fuel, the cost of labor and all other charges related to successful completion of trips. Prices are to remain firm for the entire agreement period.
- K. Knowledge of FEMA Regulations:** Proposer should provide a statement indicating his/her familiarity and experience with FEMA's Public Assistance Program and applicable laws, rules, and regulations.
- L. Conflict of Interest Disclosure:** All Respondents providing a response to this RFP shall provide a clear and unambiguous indication of any potential or real conflicts of interest it may have with respect to performing work on behalf of TPCG. TPCG shall make the final determination as to whether any potential or real conflict of interest exists.
- M. Non-Collusion Affidavit:** At the time of submittal or within ten (10) days thereafter, Respondent shall submit a Non-Collusion Affidavit in accordance with LA R.S. 38:2224 in the form attached hereto.
- N. Litigation:** The Respondent should provide a list of any previous, ongoing, or pending litigation or arbitration in which the Respondent's firm has been involved during the past five (5) years with respect to the provision of these or similar services.

2.3 Number of Response Copies

Each Proposer shall submit one (1) bound signed original response. Three (3) bound additional copies and one (1) electronic copy in PDF format of the proposal should be provided, as well as one (1) bound redacted copy, if applicable.

2.4 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 prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

2.5 Confidential Information, Trade Secrets and Propriety 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 (La. 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 their 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 State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana'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 State 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 TPCG and hold the TPCG harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the TPCG to disclose the information. If the owner of the asserted data refuses to indemnify and hold the TPCG harmless, the TPCG may disclose the information.

The TPCG reserves the right to make any proposal, including proprietary information contained therein, available to TPCG personnel or organizations for the sole purpose of assisting the TPCG in its evaluation of the proposal. The TPCG 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.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

If your proposal contains confidential information, you should submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit such a copy within forty-eight (48) hours of notification from the Purchasing Division, if you intend to maintain confidentiality. 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 has been removed.

2.6 Proposer Inquiry Periods

The TPCG shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The TPCG 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. All inquiries must be received by the Inquiry Deadline date set forth in Section 1.1 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation should be delivered to the TPCG's contact person for this solicitation, Gina Bergeron, by mail, express courier, e-mail, hand, or fax:

Administrative Inquiries:

TPCG Purchasing Division
Attention: Gina Bergeron
301 Plant Road
Houma, LA 70363
E-Mail: gbergeron@tpcg.org
Phone: (985) 580-7272 / Fax (985)

Technical Inquiries:

TPCG Office of Emergency Preparedness
Attention: Earl Eues
P O Box 2768
Houma, LA 70361
E-Mail: eeues@tpcg.org
Phone: (985)873-6357/ Fax (985)850-4643

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the TPCG, including during the Blackout Period. Any communications from any other individuals are not binding to the TPCG.

An addendum will be issued and posted at the TPCG website, 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 TPCG employee. It is the Proposer's responsibility to check the TPCG website frequently for any possible addenda that may be issued. The TPCG is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest. Such protest shall be made in writing to the Purchasing Manager at least two (2) days prior to the deadline for submitting proposals.

2.6.1 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer or its Agent or Representative, is prohibited from communicating with any Parish employee or Contractor 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 Contractor 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 2.6 of this RFP. All communications to and from potential Proposers, Vendors and/or their 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 Contractor, the TPCG and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the TPCG and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Proposer who violates the Blackout Period may be liable to the TPCG 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. Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to TPCG Protest Policy;
2. Duly noticed site visits and/or conferences for Proposers;
3. Oral presentations during the evaluation process
4. 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.

2.7 Errors and Omissions in Proposal

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

2.8 Performance Bond

The successful Proposer shall be required to provide a performance (surety) bond in an amount at least equal to the Contract Price as security for the faithful performance of all CONTRACTOR'S obligations under the Contract Documents at the time of execution of the contract. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

If the Surety on any Bond furnished by Proposer is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the above clauses, Proposer shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

The performance bond is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

2.9 Changes, Addenda

The TPCG reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The TPCG 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.

2.10 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 TPCG Purchasing Manager.

2.11 Material in the RFP

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

2.12 Waiver of Administrative Informalities

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

2.13 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the TPCG to award a contract. The TPCG 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 TPCG to do so. Further, the TPCG reserves the right to cancel or decline to enter into a

contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Parish Administration and the Terrebonne Parish Council.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see, La. R.S. 12:163) and limited liability companies (see, La. R.S. 12:1308.2) must be in good standing with the Louisiana Secretary of State in order to hold a contract with the TPCG.

2.14 Ownership of Proposal

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

2.15 Cost of Offer Preparation

The TPCG is not liable for any costs incurred by prospective Proposers or Contractors 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 TPCG.

2.16 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.

2.17 Taxes

Any taxes, other than State and local sales and uses taxes, from which the TPCG is exempt, shall be assumed to be included within the Proposer's cost. Successful Proposer must register with the Terrebonne Parish Sales and Use Tax Department for use tax purposes.

2.18 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 TPCG 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.

2.19 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The TPCG 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.

2.20 Use of Subcontractors

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

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

2.21 Written or Oral Discussions/Presentations

The TPCG, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the TPCG reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer 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 TPCG's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

2.22 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.

2.23 Evaluation and Selection

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

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. 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.

Submittals will be evaluated based on the following general criteria and their respective weights of consideration:

- Financial Capacity Maximum 10 Points
- Knowledge of FEMA Regulations Maximum 5 Points
- Qualifications, Experience of Proposer Maximum 15 Points

- Qualifications, Experience of Project Team, Project Manager
Key Personnel and Resources and Availability Maximum 15 Points
- Approach, Understanding and Response Maximum 5 Points
- Operational Understanding and Approach Maximum 10 Points
- Price Proposal Maximum 30 Points

Written recommendation for award shall be made to the Parish President for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, price and other factors considered.

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

2.24 Best and Final Offers (BAFO)

The TPCG reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the TPCG in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the TPCG to a commitment to enter into a contract.

2.25 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most responsive to the TPCG'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 TPCG may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. Parish President and Parish Council must approve the final contract form and issue a purchase order, if applicable, to complete the process.

2.26 Contract Award and Execution

The TPCG 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 Contractor will become part of any contract initiated by the TPCG.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract attached hereto 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 TPCG may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

In such event, said contractor and his Proposal surety shall be liable to the Owner for the difference between the amount specified in his Proposal and the amount for which the Owner may otherwise procure the services as specified herein. In the event, the Proposal security shall be forfeited to the benefit of the Owner, the Proposers shall remain liable for and pay to the Owner for any amount in excess of the Proposal security resulting from the difference between the amount of his Proposal and the amount for which the Contract is subsequently executed.

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

The TPCG intends to award to a single Proposer.

2.27 Contract Period

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of twelve (12) months with an option by the TPCG, to extend the contract terms for one additional twelve (12) month contract renewal for a total contract period not to exceed twenty-four (24) months.

2.28 Non-Exclusive Contract

It is the intent of the TPCG to designate a primary or preferred Contractor, so as to best prepare for an event. However, the TPCG reserves the right to employ the services of a different or one or more additional Contractors to assist with disaster recovery when, in its sole judgment, this action best serves the community.

2.29 Contract Documents

The Contract Documents shall include the Invitation to Proposers, Instruction to Proposers, Scope of Work/Services, Addenda, Proposal Forms, Insurance Certificates, Proposal Responses, Attachments, and all properly authorized modifications. Any change in the Contract must be accomplished by a formal Contract Amendment signed and approved by the duly authorized Representative of the Contractor and of the Terrebonne Parish Consolidated Government. The Contract Documents shall be construed in accordance with the State of Louisiana Laws.

2.30 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, TPCG will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract. 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 TPCG, the TPCG may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

TPCG will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S.

44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with the TPCG Protest Policy, to the Purchasing Manager, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

2.31 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Angela Guidry, Purchasing Manager. Contact may be made by phone at (985) 873-6754 or E-mail to aguidry@tpcg.org

2.32 Insurance Requirements

Contractor shall furnish the TPCG with certificates of insurance effecting coverage(s) required by the RFP (see Attachment). 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 TPCG before work commences. The TPCG reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in attached for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

2.33 Subcontractor Insurance

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

2.34 Indemnification

Contractor agrees to defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government their officers, elected officials, agents, servants and employees, including volunteers (Indemnified Parties") 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 which may occur or in any way arise out of the Contractor as provided herein, except those claims, demands and/or causes of action arising out of the sole negligence of the Indemnified Parties or their officers, agents, elected officials, servants and employees. Contractor agrees to investigate, handle and respond to any Contractor, Subcontractor, Lessee, Supplier such lawsuit at its sole expense, including any expenses associated with the enforcement of this indemnity provision, and agrees to bear all costs and expenses related hereto, even if it (claims, etc) is groundless, false or fraudulent.

2.35 Termination

2.35.1 Termination of the Contract for Cause

The TPCG may terminate the contract for cause based upon the failure of the Contractor 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 TPCG shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor 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 TPCG may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

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

2.35.2 Termination of the Contract for Convenience

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

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

2.35.3 Termination for Non-Appropriation of Funds

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

2.36 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Contractor 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 TPCG.

2.37 No Guarantee of Quantities

The TPCG reserves the right to increase or decrease quantities at the unit price stated in the proposal.

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

2.38 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

2.39 Civil Right Compliance

The Contractor 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 Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of

discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

2.41 Record Retention

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

2.42 Content of Contract / Order of Precedence

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

2.43 Contract Changes

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

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

2.44 Substitution of Personnel

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

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor 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 TPCG for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

2.45 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; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

2.46 Claims or Controversies

The venue of any suit filed in connection with any claim shall be the Thirty-second (32nd) Judicial Court, Parish of Terrebonne, State of Louisiana.

2.47 Remedies for Breach

Proposer acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for Contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

2.48 Termination and Settlement

Proposer acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due for fault and for termination due to circumstances outside the Contractors control.

2.49 Access to Records

Proposer acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, U S Funding Agency, the Comptroller General, or an of their dully authorized representatives access to all books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

2.50 Dispute Resolution

Owner and Contractor may agree to decide claims, disputes and other matters and questions arising out of or relating to the Changes in Work by arbitration. Otherwise, any such claims, disputes and other matters and questions arising out of or relating to the Changes in Work shall be decided under the laws of the State of Louisiana in the 32nd Judicial District Court in and for the Parish of Terrebonne, State of Louisiana.

2.51 Equal Employment Opportunity

Proposer acknowledges that all contracts shall contain provisions requiring compliance with E. O. 11246, "Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

2.52 Copeland "Anti-Kickback" Act

Proposer acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

2.53 David-Bacon Act

Proposer acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

2.54 Contract Work Hours and Safety Standards Act

Proposer acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

2.55 Rights to Inventions Made Under a Contract or Agreement

Proposer acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".

2.56 Clean Air Act

Proposer acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants.

2.57 Federal Water Pollution Control Act

Proposer acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation's waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs.

2.58 Byrd-Anti-Lobbying Amendment

Proposer acknowledges that Subrecipients applying or proposing for an award of \$100,000 or more shall certify that they have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connections with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352.

2.59 Debarment and Suspension

Proposer acknowledges that no contract shall be made to parties listed on the General Services Administration's List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

2.60 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

2.61 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

2.62 E-Verify

Contractor acknowledges and agrees to comply with the provisions of LA R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under the Contract.

2.63 Non-Collusion Affidavit

Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, in the form provided with the proposal forms, at the time of submittal or within ten (10) days thereafter, to the effect that he has not colluded with any other person, firm or corporation in regards to any Proposal submitted.

PART III: EVALUATION

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

- | | |
|---|-------------------|
| • Financial Capacity | Maximum 10 Points |
| • Knowledge of FEMA Regulations | Maximum 5 Points |
| • Qualifications, Experience of Proposer | Maximum 15 Points |
| • Qualifications, Experience of Project Team, Project Manager
Key Personnel and Resources and Availability | Maximum 15 Points |
| • Approach, Understanding and Response | Maximum 5 Points |
| • Operational Understanding and Approach | Maximum 10 Points |
| • Price Proposal | Maximum 30 Points |

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

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

3.1 Financial Proposal

The information provided in response to this section will be used in the Financial Evaluation to calculate the lowest evaluated cost. Proposer's shall use the price proposal forms included with the RFP.

3.2 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

- Financial Capability
- Knowledge of FEMA regulations
- Approach, Understanding, and Response
- Operational Understanding and Approach
- Qualifications, Experience of Proposer
- Qualifications, Experience of Project Team, Project Manager, Key Personnel and Resources and Availability

SCOPE OF SERVICES

Purpose

A. General Statement

The Terrebonne Parish Consolidated Government (TPCG) Purchasing Division requests proposals for the purpose of providing services and/or resources for the Emergency Remediation Services regardless of and in spite of the cause (natural, man-made, or technological). This contract will take effect upon authorization from the TPCG Parish President and the direct tasking by the Emergency Operations Center and will cease at the discretion of the Emergency Operations Center.

- The Proposer of this service shall provide any and/or all Emergency Remediation Services. These services shall be provided at the location(s) identified by the Terrebonne Parish Emergency Operations Center. Proposals must demonstrate the capacity to expand services to span NIMS Type 5 –Type 1 Incidents impacting Terrebonne Parish. The successful proposer shall have all of the licenses and certifications as required by law to conduct such activities.
- The TPCG is seeking to procure services of qualified technical firms having the multi-disciplinary expertise to provide two (2) categories of services: Emergency Response and Immediate Response Action Support Services.

Emergency Response Services are to be delivered in any or all parish owned property and in any or all of the following service classes:

- Emergency Oil Spill Cleanup and Containment
- Hazardous Materials Emergency Response

Emergency Response Services are Preliminary Response Actions to investigate, contain, clean up and remove oil products or hazardous materials which have been released into the environment or for which release is threatened. Firms awarded contracts in this category will be expected to provide services on short notice (two hours or less in most cases). In addition, Contractors in this category may also be tasked to perform Operation and Maintenance services of limited duration at the location of Emergency Response activities.

Immediate Response Action Support Services are to be provided in some or all of the following service classes:

- Limited Immediate Response Action Assessment
- Source Area Remediation Services
- Groundwater and Soil Treatment Systems

Immediate Response Action (IRA) Support Services are those Preliminary Response Actions / Risk Reduction Measures taken over a short term to abate, prevent or eliminate an imminent hazard due to a release or threatened release of oil or hazardous material. IRA Support Service actions are not intended to secure a final remedy; they are intended to identify, contain, isolate, remove, or secure a release of oil or hazardous material until such time as conditions at the site can be addressed through further remedial response actions. In addition, Contractors in this category may also be requested to perform Operations and Maintenance services at the location of IRA Support Services activities.

B. Scope of Work

The TPCG seeks qualified technical firms having the multi-disciplinary expertise to provide the Emergency Remediation Services according to the following specifications:

- Emergency Response Services
 - Oil Spill Cleanup and Containment

➤ Hazardous Materials Emergency Response

Contractors in this service category will be required to provide all emergency services including personnel, equipment, materials and other services and facilities to respond to, contain and clean up sudden spills, releases, or threats of releases of oil products or hazardous materials on land or on water. The Contractor, at the direction of the TPCG Parish President or his designee, shall provide those emergency services at any time and at the specified location within Terrebonne Parish designated by the Contractor in its proposal. The primary services to be provided under this category are the removal, recovery, containment, packaging, transport, storage, or disposal of oil products or hazardous materials to correspond with the classes listed above under this category.

Ancillary services to be provided under this category include but are not limited to:

- The testing and analysis of oil products or hazardous materials and the preservation of such analyses and samples used therein in accordance with chain of custody approved by the TPCG;
- Attendance and presentations at meetings with personnel of the TPCG; other federal, state or local governmental agencies; or with the public; and testimony in administrative and judicial proceedings in matters pertinent to assessment, containment and removal actions in which the TPCG is a party.

If a Contractor commits to meeting the response time established by the TPCG in a mobilization order, and fails to do so, the TPCG may impose sanctions, including reducing payment to the Contractor for that day's work by 10% for every half-hour the Contractor is late; or suspension or termination of their contract.

Emergency Response Minimum Requirements:

Respondents must be able to demonstrate ownership or control of all necessary emergency response equipment and supplies. The term "control" means that the respondent has immediate access to the equipment at any time. As part of the evaluation process, TPCG may conduct unannounced site visits to verify equipment and other sources. For the purpose of this procurement, this equipment includes, but is not limited to:

- Booms: Oil and/or Chemical Containment Boom (500')
- Skimmers
- Vacuum Trucks
- Other Trucks and Vehicles (including small boats)
- Fully Equipped Response Van or Trailer
- Recovery Tank (Skid Tank)
- Pumps and Recovery Systems
- Screening / Test Kits
- Monitoring Equipment
- Absorbents
- Levels C and B Personal Protection Equipment and Supplies
- Level A Personal Protection Equipment

In some instances, the TPCG may require the services of a Licensed Site Professional (LSP) for work performed under this contract. Respondents must demonstrate the capability to provide this service, either by an LSP on the staff of the Respondent or a Subcontractor (included in the resumes of Key Personnel), or through a contractual agreement at the time of the submission of this RFP.

Respondents must identify at least one (1) Subcontractor for drilling services/equipment and laboratory services if they do not have such capabilities in house.

Specialized Hazardous Materials Response Services

In certain limited circumstances, the TPCG may require additional highly specialized hazardous materials services from firms selected as Emergency Response Contractors. These services are intended to support rather than supplant services provided or available through other state agencies or public entities. Firms selected as contractors for these services must possess all applicable licenses, permits, certifications, etc.

These services include, but are not limited to:

- Asbestos Containment and Removal – Emergency Containment, stabilization, removal, and/or disposal of uncontained asbestos which is exposed or has been dumped or otherwise improperly disposed in the environment.
- Medical/Biological Waste Removal – Emergency Containment, stabilization, removal, and/or disposal of uncontained medical/biological waste which is contaminated with oil or other hazardous materials or cannot otherwise be handled by medical waste firms under state or local contracts.
- Mass Decontamination Waste Removal – Provide waste management and support to TPCG and/or TPCG OHSEP Staff for transport and disposal of water or personal protective clothing at the location of a Mass Decontamination Unit (MDU). MDU's are set up as needed outside hospital emergency rooms and/or near chemical, biological, or nuclear incidents. Respondents may elect to provide services for some or all type of incidents, and should so indicate on the cover sheet of the RFP. However, in the instance that Contractor assistance is required for these services, the TPCG will give preference in selection and assignment to the firm(s) providing the broadest range of services. Services provided under this category are: 1) storage, transport and disposal of waste water generated by the MDU; 2) storage, transport and disposal of contaminated personal protective equipment used by first responders operating the MDU; and 3) implementation of an identification and tracking system for personal belongings of decontaminated persons; secure storage, transport, and disposal of contaminated personal belongings.

Immediate Response Action Support Services

The IRA Support Services component of this contract is designated to provide services that are complimentary to those provided by other parish contracts. Contractors selected for this category will provide services that are not necessarily emergency services as defined above, but which may nevertheless be appropriately undertaken under this contract based on Contractor capabilities, applicable State statutes and regulations, and City and State guidelines and policies. These services include certain Immediate Response Actions, Operation and Maintenance activities, and other IRA services, including but not limited to filing of IRA with TPCG OHSEP.

IRA support services contractors will be required to provide all personnel, equipment, materials, utilities, sampling, testing, analysis, supervision, and all other services and facilities of any nature whatsoever necessary as directed by the TPCG to implement Immediate Response Actions/Risk Reduction Measures, and to assist the TPCG in any subsequent cost recovery action.

The chief distinction between Emergency Response services as defined above and Immediate Response Action Support Services is that the latter category can be planned and scheduled in advance. Contractors providing IRA Support Services may therefore be required to submit Work and or Cost Plans detailing the work to be done, the project schedule, and the allowable level of effort and budget.

Definition:

IRA support services are those Preliminary Response Actions/Risk Reduction Measures taken over a short term to abate, prevent, or eliminate an imminent hazard due to a release or threatened release of oil or hazardous materials. IRA Support Services are not intended to be a final remedy; they are intended to contain, isolate, remove, or secure a release of oil or hazardous material until such time as conditions at the site can be addressed through further remedial response actions.

The service classes under this category for which the Department is seeking Contractor assistance include:

- **Limited IRA Assessment**
 1. Soil gas survey
 2. Small diameter driven wells
 3. Monitoring well installation
 4. Miscellaneous assessment and analytical activities
- **Source Area Remediation Services**
 1. Soil Removal
 2. Tank Removal
 3. Product Recovery
 4. Miscellaneous Site Activities
- **Groundwater and Soil Treatment Systems (Installation & Maintenance)**
 1. Groundwater recovery & Groundwater treatment systems
 2. Air sparge systems
 3. Soil vapor recovery systems
 4. Dual phase extraction system
- **Other**

Other examples of IRA Support Services under this contract, provided either directly or through a specialized team subcontractor, include:

 1. Limited assessment activities required to determine the presence and/or extent of an imminent hazard
 2. Installation and maintenance of fences or other security measures
 3. Installation and maintenance of residential point of entry drinking water treatment systems
 4. Installation and maintenance of building sub-slab depressurization treatment systems, landfill monitoring and maintenance

In some instances, the TPCG OHSEP may require the services of a Licensed Site Professional (LSP) for work performed under this contract. Respondents must demonstrate the capability to provide this service, either by an LSP on the staff of the respondent or subcontractor (included in the listing of key personnel), or through a contractual agreement.

Assignment of IRASS Projects/Tasks

Selection of Contractors to perform specific IRASS tasks will be based on a number of factors as detailed below, and taking into account the size and scope of the project. For larger, more complex projects, it is the TPCG's intention to select Contractors primarily on a cost competitive basis. Contractors may also be selected on a non-competitive basis based upon previous experience at the site, geographic proximity, or selection from the Emergency Response rotation. Factors to be considered in determining the selection method and/or in selecting the contractor include project cost/scope, previous experience at the site as a result of past emergency response actions, previous experience with similar projects, or possible conflicts of interest at a site. The TPCG may also limit the field of potential contractors competing for a specific job based on prior contractor performance or contract issues. Contractors providing IRA Support Services may be required to submit Work and/or Cost Plans detailing the work to be done, the project schedule, and the allowable level of effort and budget, and, if so required, no project will proceed without the TPCG's written approval of the Contractor's Work and/or Cost Plan. The Contractor will be held to its cost estimate and schedule. The TPCG will only allow changes to the estimate and schedule, through change orders, upon submission of documentation of a change in circumstances at the site. IRASS actions are subject to prior review and approval by TPCG in accordance with established procedures which are incorporated by reference into this Request for Proposal and contract.

Minimum Requirements

IRA Support Services contractors will be required to provide all personnel, equipment, materials, utilities, sampling, testing, analysis, supervision, and all other services and facilities of any nature whatsoever necessary as directed by the TPCG OHSEP to implement Immediate Response Actions/Risk Reduction Measures, and to assist the TPCG in any subsequent cost recovery action

Prospective Contractors in any or all IRASS categories must demonstrate significant experience and competency in performing Immediate Response Actions in accordance with the MCP. Proposers will be required to demonstrate that they have adequate equipment resources and personnel including professional engineers, scientists, licensed trade persons and field staff, on staff or through subcontracting arrangements, with expertise in project management and work production to provide the highest quality of services in an effective and timely manner. Qualified and Licensed personnel appropriate to the work type are required where Louisiana laws and regulations have jurisdiction. Examples include licensed plumber and electricians.

Place of Performance

All services, delivery and other required support shall be conducted at various locations in the Parish of Terrebonne as designated by the TPCG OHSEP or their designee. Meetings between the TPCG and the Contractor shall be held in Terrebonne Parish, Louisiana.

Contractor's Conduct

The Contractor's employees shall comply with all TPCG regulations, policies and procedures. The Contractor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the TPCG may, at his/her sole discretion, direct the Contractor to remove any Contractor employee from TPCG facilities for misconduct or safety reasons. Such rule does not relieve the Contractor of their responsibility to provide sufficient and timely service. The TPCG will provide the Contractor with immediate written rationale notice for removal of employee through the Purchasing Division. Contractor(s) must be knowledgeable of the conflict of interest law.

Contractor Personnel

Work to be performed under this Contract for all categories and classes of service will require personnel trained to perform a minimum of Level C protection. Levels B and A may be required as dictated by the requirements of the emergency response, or Site Support Services activity. By submission of a proposal, a respondent acknowledges that minimum requirements for personal protective clothing and Level B and A equipment will be provided so as to be sufficient to meet needs on a case by case basis. It is understood that all labor rates under this proposal include the provision of Level C protection.

Contractor Furnished Materials

For the purpose of this RFP, the necessary equipment includes, but is not limited to:

- Booms: Oil and/or chemical containment boom
- Skimmers
- Vacuum Trucks
- Other trucks and vehicles – including small boats
- Fully equipped response van or trailer
- Recovery tank (skid tank)
- Pumps and recovery systems
- Screening / test kits
- Monitoring equipment
- Absorbents
- Levels C and B personal protection equipment and supplies
- Level A personal protection equipment (for Proposers in Hazardous Materials Class)

Respondents must possess a Louisiana Hazardous Waste Transporter License

PRICE PROPOSAL PAGE

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the Terrebonne Parish Consolidated Government.

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

The Proposer offers to furnish and deliver the services specified at the following prices that include delivery, the cost of fuel, the cost of labor and all other charges related to successful completion of task(s). Prices are to remain the same for the entire contract period.

NOTE: PRICES MUST BE SUBMITTED ON THE FORMS IMMEDIATELY FOLLOWING THIS PAGE FOR YOUR PRICE SUBMISSIONS.

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY / STATE / ZIP CODE: _____

TELEPHONE/FAX/E-MAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

Please acknowledge receipt of any and all Addenda (if applicable):

ACKNOWLEDGMENT OF ADDENDAS:

Addenda #1 _____ Addenda #2 _____ Addenda #3 _____ Addenda #4 _____ Addenda #5 _____

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

PRICE PROPOSAL PAGE

Labor Rates Table – Emergency Response Services – Specify the team labor rate for straight time and overtime for each of the labor categories listed below. This table / labor rates shall also be used for Asbestos Containment and Removal.

<i>Worker Classification</i>	<i>Straight Time Rates Per Hour</i>	<i>Overtime Rates Per Hour</i>
Supervisor / Project Manager		
Foreman		
Hydrogeologist / Geologist / Engineer		
Skilled Laborer		
CDL Truck Drive, Class 1 & 2 with Endorsements		
Chemist		
Clerical		
Licensed Site Professional		

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

PRICE PROPOSAL PAGE

Labor Rates Table – Immediate Response Action Support Services: Specify the team labor rate for straight time and overtime for each of the labor categories listed below. It is expected that all scheduled IRA Support Service activities will be performed during straight time hours. Note that labor rates for IRA Support Services may also be incorporated into a lump sum cost for the entire project which is subject to negotiation between TPCG and the Contractor on a case by case basis. Also, rates for these services may be subject to prevailing wage requirements.

<i>Worker Classification</i>	<i>Straight Time Rates Per Hour</i>	<i>Overtime Rates Per Hour</i>
Supervisor / Project Manager		
Foreman		
Hydrogeologist / Geologist / Engineer		
Skilled Laborer		
CDL Truck Drive, Class 1 & 2 with Endorsements		
Chemist		
Clerical		
Licensed Site Professional		
Registered Land Surveyor		
Licensed Tradespersons (Plumber / Electrician)		
Licensed Wastewater Operator Grade II		
Report Writing & Submission Fees		

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

PRICE PROPOSAL PAGE

Emergency Response and IRA Support - Equipment List and Rates Schedule

Category or Equipment / Item Description	Make, Model and Capacity	Rate: Daily
A) Generators - Portable		
1. Single Phase		
2. Three Phase		
B) Compressors		
C) Jackhammers with Compressors and Attachments		
D) Pressure Washers (Hotsy) Includes Water & Tank		
E) Portable Lights		
F) Diaphragm Pumps		
1. 2 inch		
2. 3 inch		
G) Transfer Pump (gas trash pump)		
H) Other		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

PRICE PROPOSAL PAGE

Emergency Response and IRA Support - Motor Vehicles and Trucks

Category or Equipment / Item Description	Make, Model and Capacity	Rate: Daily
A) Cars, Vans and Pick-up Trucks		
B) Dump Trucks		
1. 6 Wheel		
2. 10 Wheel		
3. 18 Wheel		
C) Rack Truck		
D) Vacuum Straight Truck (includes driver / operator)		
1. 500-1,500 gallon		
2. 1,501-2,999 gallon		
3. 3,000-3,999 gallon		
E) Vactors / Super Sucker / Gusco		
F) Box Trucks (includes Driver / Operator)		
G) Other		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

PRICE PROPOSAL PAGE

Emergency Response and IRA Support - Motor Vehicles and Trailers

Category or Equipment / Item Description	Make, Model and Capacity	Rate: Daily
A) Box Trailers (includes driver / operator)		
B) Vacuum Trailers (includes driver / operator)		
1. St. St. 4,000 gallon		
2. St. St. 5,000 gallon		
3. St. St. 6,000 gallon and up		
4. Carbon St. 4,000 gallon		
5. Carbon St. 5,000 gallon		
6. Carbon St. 6,000 gallon and up		
C) Tank Transporter (includes driver / operator)		
D) Flat Bed (low boy – includes rig with driver)		
E) Frac Tank – 20,000 gallon		
1. Single Compartment		
2. Dual Compartment		
F) Other		
1.		
2.		
3.		
4.		
5.		

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

PRICE PROPOSAL PAGE

Emergency Response and IRA Support - Beach / Earth Cleaning & Excavation

Category or Equipment / Item Description	Make, Model and Capacity	Rate: Daily
A) Bobcat with attachments – i.e. sweeper, loader, post hole digger, backhoe, etc (includes operator)		
B) Backhoes with Operator		
1. 520 CASE or equal		
2. 680 CASE or equal		
C) Bulldozers with Operator		
1. CAT D6 or equal		
2. CAT D7 or equal		
3. CAT D8 or equal		
D) Front End Loaders with Operator		
E) Roll-Off Containers		
1. 2-9 cubic yard		
2. 10 cubic yard		
3. 20 cubic yard		
4. 30 cubic yard		
5. 40 cubic yard		
F) Other		
1.		
2.		
3.		
4.		
5.		

NOTE: Equipment Rates for Items A through E above should include the price of equipment operator.

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

PRICE PROPOSAL PAGE

Emergency Response and IRA Support - Drilling Equipment

Category or Equipment / Item Description	Make, Model and Capacity	Rate: Daily
A) Drive and Wash		
1. Truck Mount Rig		
2. Track / ATV Mount Rig		
3. Other		
B) Hollow Stem Auger		
1. Truck Mount Rig		
2. Track / ATV Mount Rig		
3. Other		
C) Air Rotary		
1. Truck Mount Rig		
2. Track / ATV Mount Rig		
3. Other		
D) Reverse Rotary		
1. Truck Mount Rig		
2. Track / ATV Mount Rig		
3. Other		
E) Direct Push / Hydraulic Punch - to install small diameter driven wells		
F) Soil Gas		
1. Probe System with rods & adaptors		
2. Rotary Hammer		

NOTE: Equipment Rates for Items A through F above should include the price for rig, 2 man crew and support vehicles.

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

PRICE PROPOSAL PAGE

Emergency Response and IRA Support - Materials Schedule

<i>Category or Equipment / Item Description</i>	<i>Units</i>	<i>Unit Price</i>
A) Sorbents		
1. Sorbent Pads		
2. Sorbent Rolls		
3. Sorbent Pillows		
4. Sorbent Booms – 5" x 10		
5. Sorbent Booms – 8" x 10		
B) Clay Absorbents		
C) Encapsulating Co-Polymer (hydrocarbon)		
1. Powder		
2. Pillows		
3. Booms		
D) Encapsulating Co-Polymer (non=hydrocarbon)		
1. Powder		
2. Pillows		
3. Booms		
E) Drums		
1. 17E – 30 gallon		
2. 17H – 30 gallon		
3. Poly – 30 gallon		
4. 17E – 55 gallon		
5. 17H – 55 gallon		
6. Poly – 55 gallon		
7. Overpack – 55 gallon		
8. Incinerator Pack – 30 gallon		
9. Harbor Pack / Flex Bin – 1 cubic yard		
F) Carbon		
1. Vapor Phase		
2. Liquid Phase		
G) PCB Screen Kit		
1. Solvent Based Kit		
2. Immunoasy Kit		

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

PRICE PROPOSAL PAGE

Emergency Oil Spill Cleanup and Containment – Disposal Rate Schedule

<i>Category or Equipment / Item Description</i>	<i>Rate per 55 Gallon Drum</i>	<i>Bulk Rate per Ton or Gallon</i>
Petroleum		
A) Gasoline		
1. Liquid		
2. Liquid / Water Mix (5-95% water)		
3. Solids / Spill Debris		
4. Soils		
5. In State Recycling		
6. In State Landfill		
7. Out of State Disposal		
B) #2 Fuel Oil / Diesel		
1. Liquid		
2. Liquid / Water Mix (5-95%)		
3. Solids / Spill Debris		
4. Soils		
5. In State Recycling		
6. In State Landfill		
7. Out of State Disposal		
C) #4, #6 Fuel Oil		
1. Liquid		
2. Liquid / Water Mix (5-95%)		
3. Solids / Spill Debris		
4. Semi-Solids		
5. Soils		
6. In State Recycling		
7. In State Landfill		
8. Out of State Disposal		
D) Waste Oils		
1. Liquid		
2. Liquid / Water Mix (5-95%)		
3. Solids / Spill Debris		
4. Semi Solids		
5. Soils		
Provide the adjustment factor to price per 55 gallon drum when disposing overpacks & harbor packs / flex bins:		
A) Overpacks x _____ per 55 gallon drum rate		
B) Harbor Packs / Flex Bins x _____ per 55 gallon drum rate		

**AFFIDAVIT
VERIFICATION OF CITIZENSHIP**

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

_____ (name)

who after being first duly sworn, deposed and said that:

1. I am the _____ of _____.
(title) (company)

2. I swear that _____ is registered and participates in a status verification system
(company)
to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3. I verify that if _____ is awarded the contract, it shall continue, during the
(company)
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. I acknowledge that _____ shall require all subcontractors to
(company)
Submit to _____ a sworn affidavit verifying compliance with Paragraphs (2) and (3) of
(company)
the Affidavit.

Name: _____
Title: _____
Company: _____

Sworn to and subscribed before me at Houma, Louisiana,
on this _____ day of _____ 20____.

Notary Public

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

PARISH OF _____

_____, Being first duly sworn deposes and says:

that he is _____

(A partner or officer of the firm of, etc.)

The party making the foregoing proposal or Proposal, that such proposal or Proposal is genuine and not conspired, connived or agreed, said Proposers has not colluded, conspired, connived or agreed, directly or indirectly sought by agreement or collusion, or communication conference, with any person, to fix the Proposal price of affiant or of any other Proposers, or to fix any overhead, profit, or cost element of said Proposal price, or of that of any other Proposers, or to secure any advantage against the Terrebonne Parish Government or any other party interested in the proposed Contract; and that statements in said proposal or Proposal are true.

APPEARER FURTHER DECLARES, that he will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes.

By: _____

Title

Subscribed and sworn to before me this ___ day of _____, 2018

Notary Public

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

MINIMUM INSURANCE REQUIREMENT FOR CONTRACTORS

ARTICLE 5 - Bonds and Insurance

5.0 TERREBONNE PARISH CONSOLIDATED GOVERNMENT, DEFINED.

For the purposes of this Article, the terms "Terrebonne Parish Consolidated Government," "TPCG," and "OWNER" shall include, but may not be limited to, all of the following entities and persons: the Terrebonne Parish Consolidated Government (a political subdivision of the State of Louisiana); the Terrebonne Parish Council (the governing body of Terrebonne Parish); their elected and appointed officials, all parish departments, districts, agencies, councils, boards, and commissions, officers, agents, servants, employees and volunteers; and the elected and appointed officials, departments, officers, agents, servants, employees and volunteers of those departments, districts, agencies, councils, boards, and commissions.

5.1 PERFORMANCE AND OTHER BONDS

5.1.1 Unless otherwise provided for in the Louisiana Public Bid Law, CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority.

Any bond prescribed by the contract documents shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus in the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

5.1.2 If the Surety on any Bond or any insurance company providing any insurance coverages furnished by CONTRACTOR is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, CONTRACTOR shall within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to OWNER. The OWNER reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.

5.1.3 If, at any time during the Contract Period, the CONTRACTOR fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the OWNER, the OWNER reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

5.2 INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of OWNER. This indemnification does not apply to any strict liability of the Terrebonne Parish Consolidated Government. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent.

5.3 POLICIES AND CERTIFICATES

All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

5.3.1 The Contractor/ Subcontractor's insurer will have no right of recovery or subrogation against the OWNER, Terrebonne Parish Consolidated Government (TPCG), it being the intention of the parties that the insurance policies so affected shall protect both parties and shall be primary coverage for any and all losses covered by the below described insurance. Contractor's insurers shall waive all rights against Terrebonne Parish Consolidated Government.

5.3.2 The OWNER, Terrebonne Parish Consolidated Government, shall be named as an additional insured as respects to liability arising out of activities performed by or on behalf of the Contractor: products and completed operations of the Contractor, premises owned, occupied or used by Contractor. The Commercial General Liability Policy shall include ISO Forms CG 20 10 or its equivalent.

5.3.3 The insurance companies issuing the policy or policies shall have no recourse against the OWNER, TPCG, for payment of any premiums or for assessments under any form of policy.

5.3.4 Any and all deductibles and/or self insured retentions in the below described insurance policies shall be assumed and be for the account of, and shall be borne solely by the Contractor/Subcontractor and at his sole expense without any right of reimbursement from the OWNER, and shall not exceed \$10,000 per policy.

5.4 INSURANCE

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof to the OWNER of the following insurance coverages required by the contract. Insurance is to be placed with insurance companies authorized to do business and approved in the State of Louisiana with an A.M. Best's rating of no less than A-:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation. Policies are to be on an Occurrence basis, Claims Made policies are not acceptable. Contractor shall provide an "All-Risk" Builder's Risk Insurance Policy covering all perils typically found and which shall include coverage for wind damage and flood.

5.4.1 All notices will name the Contractor/Subcontractor and identify the contract number. Insurance coverage specified in the GENERAL CONDITIONS (*AIA Document A 201, 1987 Edition*) is to be provided by the Contractor with the following minimum limits:

5.4.1.1 Workers' Compensation-Statutory in compliance with the Compensation Law of the State of Louisiana. Employer's liability to be \$1,000,000. Alternate Employer Endorsement in favor of OWNER; Waiver of Subrogation in favor of OWNER; and Thirty (30) days prior written notice of cancellation, non-renewal, and adverse material change to OWNER. Terrebonne Parish Consolidated Government and the Contractor mutually agree that it is their intention to recognize Terrebonne Parish Consolidated Government as the statutory employer of the contractor's employees (whether direct employees or statutory employees of the contractor) when any of the contractor's employees are doing work and/or providing service under this agreement.

5.4.1.2 USL&H Coverage – If the project or any work involves wharves, piers, docks, decking, floodwalls, levees, battures, other structures or construction near, over, contiguous to or alongside any body of water the policy shall also include USL&H coverage with minimum limits of \$1,000,000; and Maritime Employers' Liability insurance with minimum limits of \$1,000,000. The policy shall provide:

- a. Waiver of Subrogation to include any contract in favor of Terrebonne Parish Consolidated Government; and
- b. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material changes to Terrebonne Parish Consolidated Government by specific endorsement to the applicable policy.

5.4.1.3 Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage. This insurance shall include products/completed operations, contractual liability, personal injury, and without written prior approval of the OWNER, the Commercial General Liability coverages shall not exclude any standardized coverage included in the basic form or limit any coverages for this project in any way that would prohibit or limit the reporting of any claim, suit and the subsequent defense and indemnity that would normally be provided by the policy. The Certificate of Insurance shall indicate which of the seven (7) coverage requirements below are not included in the policy, if any:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;

6. Broad Form Property Damage;
7. Explosion, Collapse, and Underground (XCU) Coverage

Note: On the certification of insurance, under the description of operations, the following wording is required: THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT, or a copy of ISO form CG2503 (Ed. 11-85) shall be submitted.

Waiver of Subrogation to cover both oral and written contracts in favor of the OWNER and Thirty (30) days notice of cancellation, non-renewal or material change. If unable to provide and grant 30 days notice of cancellation, this should be brought to the attention of the Risk Management Department for approval.

COMBINED SINGLE LIMIT (CSL)-AMOUNT OF INSURANCE REQUIRED

Type of Construction	Projects Up To \$1,000,000	Projects Over \$1,000,000
NEW BUILDING:		
Each Occurrence/Minimum Limit of	\$ 500,000	\$1,000,000
Aggregate (Applicable to this Contract ONLY)	\$500,000	\$1,000,000
RENOVATION:		
Each Occurrence/Minimum Limit of	\$ 500,000*** (Depends on Bldg. Value)	\$1,000,000*** (Depends on Bldg. Value)
Aggregate (Applicable to this Contract ONLY)	\$500,000*** (Depends on Bldg. Value)	\$1,000,000*** (Depends on Bldg. Value)

***While the minimum combined single limit of \$500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at \$1,000,000 intervals and rounded to the nearest \$1,000,000. Example: Renovation on \$33,000,000 building would require \$3,000,000 minimum combined single limit of coverage.

The Contractor shall continue to maintain in its name Commercial General Liability and, if necessary, Commercial Umbrella Liability insurance that shall be written on ISO Occurrence Form CG 00 01 or an approved alternative, with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 general aggregate and shall, at minimum, cover liability arising from products/completed operations and liability assumed under an insured contract, for at least three (3) years following substantial completion of Work.

5.4.1.4 Business Automobile Liability Insurance with a combined single limit of \$500,000 per occurrence for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverages:

1. Any automobiles;

- 2. Owned automobiles;
- 3. Hired automobiles;
- 4. Non-owned automobiles.

5.4.1.5 An Umbrella Policy may be used to meet minimum requirements.

5.4.1.6 All property losses shall be made payable to and adjusted with OWNER, TPCG.

5.4.1.7 All policies of insurance shall be approved by contracting OWNER, TPCG prior to the inception of any work.

5.4.1.8 Other insurance required is as follows:

5.4.1.7.8 Owner's and Contractor's Protective Liability Insurance shall be furnished by the Contractor and shall name OWNER, Terrebonne Parish Consolidated Government and the Architect or ENGINEER as Named Insured.

	Project Up To <u>\$1,000,000</u>	Project Over <u>\$1,000,000</u>
CSL - Each Occurrence	\$ 500,000	\$1,000,000
General Aggregate	\$1,000,000	\$2,000,000

Designated Project or Premises Form CG 25 11 or equivalent shall be a part of the Policy. This coverage shall be primary and non-contributory from any other insurance available to TPCG, unless that insurance is provided by a different Contractor than the one on the declarations for the same operation and project location.

5.4.1.7.8 Except for those insurance policies which require a "per project" aggregate, all certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. OWNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work and/or during the progress of the work.

5.4.1.9 If, at any time any of the said policies shall be or become unsatisfactory to OWNER, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to OWNER, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to OWNER for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain any required insurance shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with obligations of the Contractor/Subcontractor concerning indemnification.

5.4.2 Thirty (30) days prior notice of cancellation shall be given to OWNER by registered mail, return receipt requested, on all of the required coverage provided to OWNER in the event of cancellation, non-renewal and/or any changes by insurers with regard to limits, terms or conditions (material changes). All notices will name the Contractor/Subcontractor and identify the contract number.

5.5 INFORMATION TO BIDDERS

RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR. Neither the acceptance the completed work nor payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

- 5.5.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" section of the contract specifications.
- 5.5.1.1 The contractor will acquire builders risk coverage for the full value of the project, or in the case of a renovation, for the full value of the renovation which provides all risk coverage for direct physical loss or damage to buildings/contents or structures during the course of construction. This coverage shall not have a deductible higher than a \$5,000 per occurrence. The deductible is the responsibility of the contractor, and should be taken into consideration when determining contract price.
- 5.5.2 If any of the insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of OWNER, OWNER may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor. However, under no circumstances shall OWNER be responsible for the payment or provision of fees to any Broker, Wholesaler, Agent or Producer involved in the placement or renewal of the policy(ies) in question.
- 5.5.2.1 The contractor shall purchase and maintain boiler and machinery insurance or additional property insurance as may be required by Laws and Regulations which will include the interest of OWNER, Contractor, Subcontractor, Architect and Architect's Consultants (or ENGINEER and Engineer's Consultants) in the work all of whom shall be listed as insured or additional insured parties.
- 5.5.3 All policies and certificates of insurance SHALL BE APPROVED BY OWNER PRIOR TO THE INITIATION OF ANY WORK. If OWNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the work on the basis of non-conformance with the Contract Documents, OWNER shall notify the Contractor in writing within fifteen (15) days after receipt of the certificates. The Contractor shall provide a written response to OWNER with objections within ten (10) days from the date of the letter request.
- 5.5.4 Other coverage may be required by OWNER based on specific needs. If such other coverage is required for this contact, that coverage will be described in the "Special Conditions" of the contract specifications.
- 5.5.6 Contractors Pollution coverage with minimum limits of \$1,000,000.00 naming TPCG as an Additional Insured due to the nature of work being performed.
- 5.5.7 SUBCONTRACTORS - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

5.5.8 CERTIFICATE OF INSURANCE AND INDEMNIFICATION AGREEMENT - Contractor shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THESE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES, AND THEREAFTER UPON RENEWAL OR REPLACEMENT OF EACH REQUIRED COVERAGE. OWNER reserves the right to require complete, certified copies of all required insurance policies at any time and upon request.

5.5.9 INSURANCE REQUIREMENTS FOR CONTRACTORS - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bid.

5.6 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

5.6.1 COVERAGE:

5.6.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence form CG 00 01"). "Claims Made" form is unacceptable. The "occurrence form" shall not have "sunset clause".

5.6.1.2 Insurance Services Office form number CA0001 covering Automobile Liability. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

5.6.1.3 Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

5.6.2 MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

5.6.2.1 Commercial General Liability: Minimum \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

5.6.2.2 Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.

5.6.2.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana (Statutory Benefits). Employers Liability limit is to be \$1,000,000.

5.6.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS - Any deductibles or self-insured retentions must be declared to and approved by OWNER, TERREBONNE PARISH CONSOLIDATED GOVERNMENT. At the option of the OWNER, Terrebonne Parish Consolidated Government, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.6.4 OTHER INSURANCE PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

5.6.4.1 General Liability and Automobile Liability Coverages

- a) OWNER is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of OWNER.
- b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER.
- c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.6.4.2 Workers' compensation and Employer's Liability Coverage - The insurer shall agree to waive all rights of subrogation against OWNER for losses arising from work performed by the Contractor for OWNER.

5.6.4.3 All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, non-renewed, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested to OWNER.

5.6.5 ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers with A.M. BEST'S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Corporation Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

5.7 PARTIAL UTILIZATION - PROPERTY INSURANCE

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or allowed to lapse on account of any such partial use of occupancy.

5.8 PRIMARY COVERAGE

OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.4.1.3, 5.5.1.1, and 5.5.2.1 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by ENGINEER, engineer's consultant or subcontractor, CONTRACTOR will obtain the same.

Revised 8/1/2017

INDEMNIFICATION AGREEMENT

The _____ agrees to defend, indemnify,
Contractor/Subcontractor/Lessee/Supplier

save and hold harmless the Parish of Terrebonne, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and 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 which may occur or in any way grow out of any act or omission of _____ its agents, servants and employees,
Contractor/Subcontractor/Lessee/Supplier

and any and all cost, expense and/or attorney fees incurred by TPCG, all Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees as a result of any such claim, demands, and/or causes of action arising out of the negligence of TPCG, all Department, Agencies, Boards, Commissions, its agents, representatives, and/or employees _____
Contractor, Subcontractor, Lessee, Supplier

agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____

Company

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. RFP 18-EMGSW-18 for Utilities Department/Solid Waste Division
Parish Department

Purpose of Contract: Emergency Remediation Services