

# Request for Proposals for After Hours Answering Services

RFP #23-AHAS-25



April 2023

## **Advertisement & Notice to Proposers**

Sealed proposals will be opened at the Terrebonne Parish Consolidated Government Purchasing Division Conference Room, 301 Plant Road, Houma, Louisiana, 70363 at 10:00 am as shown on the Purchasing Division Conference Room Clock on **Tuesday, May 2, 2023**, for the following:

### **Proposal No. 23-AHAS-25 After Hours Answering Services**

Each proposal shall be either hand delivered by the Proposer or his agent, 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 are recognized as holidays by the United States Postal Service.

A non-mandatory pre-proposal conference will be held through phone conference on **April 25, 2023**, at 10:00 am CT. All interested vendors should contact Sharon Ellis at 985 873-6821 or [sellis@tpcg.org](mailto:sellis@tpcg.org) before the above date, to obtain the information to access the phone conference.

Proposal forms, information and specifications may be obtained by contacting Sharon Ellis at (985) 873-6821 or [sellis@tpcg.org](mailto:sellis@tpcg.org). The Request for Proposal (RFP) is available in electronic form on the Terrebonne Parish Consolidated Government website <http://www.tpcg.org/bids> and is also posted on [www.centralauctionhouse.com](http://www.centralauctionhouse.com). To view, download, and receive proposal notices by email, you must register with Central Auction House (CAH). Any questions about the CAH process, contact Ted Fleming with Central Auction House at 1-225-810-4814.

No proposals will be received after the date and hour specified. The Terrebonne Parish Consolidated Government reserves the right to reject any and all proposals and to waive any informalities.

/s/Gordon E. Dove

Gordon E. Dove., Parish President  
Terrebonne Parish Consolidated Government

Advertise: April 17, 2023 and April 24, 2023

To Courier: April 11, 2023

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## Part I: General Information

### 1.1 Purpose

The Terrebonne Parish Consolidated Government (TPCG) is soliciting proposals from qualified vendors for afterhours answering services for the support of the Terrebonne Parish Consolidated Government Departments/Divisions operations, activities, and programs. Answering services will be required during night, holiday, and weekend hours; as well as back-up services during normal business hours, and on a as needed basis in the event of a major disaster or emergency.

### 1.2 Scope

The proposed work includes, but is not limited to, providing live operators that can forward messages and emails to designated staff and must have the ability to evaluate and prioritize the severity of important calls.

### 1.3 Term of Contract

The effective date of this Contract is the date of execution of this contract by all parties. The initial term shall be three (3) years from the effective date. This Agreement shall automatically renew for consecutive one-year terms unless otherwise terminated in accordance with this Agreement.

### 1.4 Schedule of Events

Event	
RFP Issued	April 17, 2023
Pre-proposal Phone Conference	April 25, 2023, 10 am
Deadline to receive written inquiries	April 25, 2023, 12 pm
Deadline to answer written inquiries	April 26, 2023, 10 am
Proposal opening date (deadline for submittal)	May 2, 2023, 10 am
Oral discussions with proposers, if applicable	TBD
Notice of Intent to Award to be mailed	TBD
Contract initiation	TBD

**NOTE: The TPCG reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

### 1.5 Proposal Submittal

Firms or individuals who are interested in providing services under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version on or before the date and time specified in the Schedule of Events. **Fax or email submissions shall not be acceptable.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

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.**

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***

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

- Proposal Name and Number: **#23-AHAS-25 After Hour Answering Services**
- Proposal Opening Date and Time: May 2, 2023, at 10:00 AM

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

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

### **1.6 Proposal Response Format**

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.

- A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should summarize the Proposer's ability to perform the services required in the RFP and confirm the Proposer is willing to perform the required services and enter into a contract with TPCG. The cover letter should also:
- Identify the submitting Proposer
  - Identify the name, title, address, telephone number and email address of each person authorized by the Proposer to contractually obligate the Proposer
  - Identify the name, address, telephone number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period

By signing the cover letter and/or the proposal, the Proposer certifies compliance with the signature authority required in accordance with Louisiana law. Evidence of signature authority includes:

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **If this applies, a copy of the annual report or partnership record must be included with the RFP submission.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification must be included with the RFP submission.**
3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **If this applies, a copy of the applicable document must be included with the RFP submission.**

B. **Table of Contents:** Organized in the order cited in the format contained herein.

C. **Company Description and Experience:** Provide a description of Proposer's company history, corporate or organization structure, and number of years in business. Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer selection.

D. **Proposer Qualifications:** Proposers should include a description of their company qualifications to include a specific list of personnel assigned to this project and their qualifications. Resumes of each key personnel should be included.

Proposers should supply a list of describing previous, similar work done by subject area, with whom (private business or governmental agency), and the names, addresses and phone numbers of contact persons for each client listed.

E. **Approach and Methodology:** Proposers should include the proposed methodology for accomplishing the project with a precise statement of what will be received as an end product of the project. The Proposer should include the method, process, equipment, and personnel that will be utilized to complete the outlined task.

F. **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.

G. **Non-Collusion Affidavit:** Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, declaring that Proposer has not colluded with any other person, firm or corporation in regards to any Proposal submitted. A Non-Collusion Affidavit form is attached.

- H. **Cost Proposal:** Respondents Cost Proposal shall be submitted on Exhibit A. Partial proposals, not covered by forms or alternative Proposals will not be considered. Any such unsolicited proposals may expose the submitted price in the event that all Proposals are rejected and that new specifications are advertised which may include a new proposal.
- I. **Number of Copies:** Each Proposer shall submit one (1) signed original response. Each Proposer shall also submit the following:
- One (1) copy of the proposal on a USB Flash Drive.
  - One hard copy of the original proposal
  - One (1) redacted copy of the proposal, if applicable
  - One (1) redacted copy of the proposal on a USB Flash Drive, if applicable

### ***1.7 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.

### ***1.8 Confidential Information, Trade Secrets and Propriety Information***

All financial, statistical, personal, technical and other data and information relating to the TPCG's operation which are designated confidential by the TPCG and made available to the Proposer in order to carry out the contract, or which become available to the Proposer in carrying out the contract, shall be protected by the Proposer from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the TPCG. The identification of all such confidential data and information as well as the TPCG's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the TPCG in writing to the Proposer. If the methods and procedures employed by the Proposer for the protection of the Proposer's data and information are deemed by the TPCG to be adequate for the protection of the TPCG's confidential information, such methods and procedures may be used, with the written consent of the TPCG, to carry out the intent of this paragraph. The Proposer shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Proposer's possession, is independently developed by the Proposer outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Proposer discuss and/or release information to the media concerning this project without prior express written approval of the Terrebonne Parish Consolidated Government.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

### ***1.9 Proposer Inquiry Periods***

Written questions regarding RFP requirements or Scope of Services must be submitted to the person listed below:

**Inquiries:**  
TPCG Purchasing Division  
Attention: Sharon Ellis  
P O Box 2768  
Houma, LA 70363  
E-Mail: [sellis@tpcg.org](mailto:sellis@tpcg.org)  
Phone: (985) 873-6821

The TPCG will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The TPCG shall reserve the right to modify the RFP should a change be identified that is in the best interest of the TPCG.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at [https://www.tpcg.org/index.php?f=purchasing&p=bid\\_opportunities](https://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities) and <https://www.centralauctionhouse.com/>.

Only Sharon Ellis or her designee has the authority to officially respond to a Proposer's questions on behalf of the TPCG. Any communications from any other individuals shall not be binding to the TPCG.

#### ***1.10 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 1.10 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:



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

#### ***1.11 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.

#### ***1.12 Changes, Addenda***

The TPCG reserves the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if posted, will be posted at [https://www.tpcg.org/index.php?f=purchasing&p=bid\\_opportunities](https://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities) and <https://www.centralauctionhouse.com/>.

It shall be the responsibility of the Proposer to check the website(s) for addenda to the RFP.

#### ***1.13 Withdrawal of Proposal***

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the Purchasing/Warehouse Manager identified in the RFP.

#### ***1.14 Waiver of Administrative Informalities***

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

#### ***1.15 Proposal Rejection / RFP Cancellation***

Issuance of this RFP in no way constitutes a commitment by the TPCG to award a contract. The TPCG shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the TPCG's best interest.

#### ***1.16 Ownership of Proposal***

All materials submitted in response to this request become the property of the TPCG. Selection or rejection shall not affect this right.

#### ***1.17 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.

### ***1.18 Cost of Offer Preparation***

The TPCG shall not be liable for any costs incurred by Proposers 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 this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the TPCG.

### ***1.19 Taxes***

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP. Any taxes, other than State and Local Sales and Use Taxes, from which the TPCG is exempt, shall be assumed to be included in the Proposer's cost.

### ***1.20 Determination of Responsibility***

In order to qualify as responsible, a Proposer must meet certain standards as they are related to the particular procurement under consideration. The TPCG must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

### ***1.21 Use of Subcontractors***

The TPCG shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each sub-contractor, if requested by the TPCG. The prime Contractor shall be the single point of contact for all subcontract work.

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

The TPCG, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

### ***1.23 Acceptance of Proposal Content***

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

#### **1.24 Evaluation and Selection**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the TPCG, which will determine the proposal most advantageous to the TPCG, taking into consideration price and the other evaluation factors set forth in the RFP.

#### **1.25 Best and Final Offers (BAFO)**

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, review of technical requirements, or preparation of cost score data.

The TPCG reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and 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.

**The written invitation to participate in BAFO will not obligate the TPCG to a commitment to enter into a contract.**

#### **1.26 Contract Award and Execution**

The TPCG reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The TPCG reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the TPCG. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract period exceeds thirty (30) business days, or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the TPCG may elect to cancel the award and award the contract to the next highest ranked Proposer.

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

#### **1.27 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.

#### **1.28 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.

#### **1.29 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.

#### **1.30 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 when, in its sole judgment, this action best serves the TPCG, agencies and / or the community.

#### **1.31 Notice of Intent to Award**

The evaluation committee shall compile the scores and make a recommendation to the Parish President on the basis of the responsive and responsible Proposer(s) with the highest score(s). The TPCG will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection 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 to the Purchasing and Warehouse Manager within fourteen (14) calendar days after the TPCG issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Parish President and the Terrebonne Parish Council.

#### **1.32 Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA).

Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

### ***Right to Prohibit Award***

In accordance with the provisions of R.S. 38:2212.9, any public entity shall be authorized to reject a proposal from, or not award a 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 or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### ***1.33 Insurance Requirements***

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VI. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Proposer, its agents, representatives, employees or subcontractors. The cost of the insurance shall be included in the total contract amount.

The CONTRACTOR, prior to commencing work, shall provide at his own expense proof of the required insurance coverage(s) required by the contract to TPCG in insurance companies authorized in the State.

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The TPCG reserves the right to request copies of subcontractor's Certificates at any time.

Within ten (10) days from the date of Notice of Award, Proposer shall furnish the TPCG with certificates of insurance effecting coverage required by the attached Contract. 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.

### ***1.34 Indemnification and Limitation of Liability***

The Contractor agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, Terrebonne Parish Sheriff's Office, The Office of the District Attorney for the Parish of Terrebonne, The Houma-Terrebonne Housing Authority including their officers, elected officials, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury

or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Contractor, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

#### **1.35 Payment**

Payments are predicated upon successful completion and written approval by the requesting agency of the described tasks and deliverables as provided in the Scope of Services (as applicable). Payments will be made to the successful Proposer after the authorized requesting agency representative approves in writing the work performed and the submitted invoice(s). Payment will be made only after the requesting authorized agency representative approves the invoice(s) for payment. The TPCG and/or the requesting agency will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid contract.

#### **1.36 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.

#### **1.37 TPCG Furnished Resources**

The TPCG shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the TPCG and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

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

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; provided the TPCG shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said 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.

Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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.

**1.39 Termination of the Contract for Convenience**

The TPCG may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**1.40 Termination for Non-Appropriation of Funds**

The continuation of the contract shall be contingent upon the appropriation of funds to fulfill the requirements of the contract. 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.

**1.41 Assignment**

No assignment of this Contract or any right occurring under this shall be made in whole or in part by the Contractor; either voluntarily or involuntarily or by any process of law and shall not be or come under the control of creditors or trustee(s) of Contractor, without the express prior written consent of the Owner. In the event of any assignment, the assignee shall assume the liability with the Contractor who shall continue to remain liable for the faithful performance of the Contract.

**1.42 Right to Audit**

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.

**1.43 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the 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 the Contractor to the TPCG, at the Contractor's expense, at termination or expiration of the contract.

**1.44 Entire Agreement / Order of Precedence**

The contract, together with the RFP and addenda issued thereto by the TPCG, the proposal submitted by the Contractor in response to the TPCG's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

**1.45 Contract Modifications**

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

**1.46 Substitution of Personnel**

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the TPCG. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any TPCG or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the TPCG's or Contractor's reasonable control, as the case may be, the TPCG or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

**1.47 Governing Law**

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

**1.48 Claims or Controversies**

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.

**1.49 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.

**1.50 E-Verify**

Contractor acknowledges and agrees to comply with the provisions of LA R.S. 38:2212.10 regarding verification of employees involved in public contracts, as evidenced by the attached affidavit (E-Verify).

**1.51 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.



### ***1.52 Corporate Requirements***

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

### ***1.53 Prohibition of Discriminatory Boycotts of Israel***

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The TPCG reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

### ***1.54 Clean Air Act***

The Contractor agrees to comply with all applicable standards, orders or regulators issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

The Contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### ***1.55 Federal Water Pollution Control Act***

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### ***1.56 Energy Policy and Conservation Act***

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

### ***1.57 Debarment and Suspension***

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the TPCG. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the TPCG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

### ***1.58 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 as amended)***

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has 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 an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### ***1.59 Davis-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.

#### **1.60 Access to Records**

The Contractor agrees to provide the TPCG, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the TPCG and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **1.61 DHS Seal, Logo and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **1.62 Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of TPCG. Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved the required authorities.

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.

#### **1.63 Compliance with Federal Law, Regulations, and Executive Orders**

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

#### **1.64 No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### ***1.65 Program Fraud and False or Fraudulent Statements or Related Acts***

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

#### ***1.66 Louisiana First Hiring Act***

Within 10 days from the date of Notice of Award, Proposer shall comply with Louisiana Revised Statute 39:2204 by submitting to the Louisiana Workforce Commission any information required by Subsection B of the statute.

#### ***1.67 Civil Rights Compliance***

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. 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.

#### ***1.68 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.

#### ***1.69 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".

**1.70 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.

**1.71 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.

**1.72 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.

## **Part II: Scope of Services**

The selected Answering Service Vendor shall perform but not necessarily be limited to the following tasks, both general and specific:

- 2.1 Provide three (3) roll-over telephone lines for TPCG after-hour calls.
- 2.2 Provide the staff to perform services.
- 2.3 Answer, screen investigate and document after-hours calls, obtaining the name, call back number and nature of each call. Vendor shall keep detailed electronic records of all calls.
- 2.4 The selected vendor shall be responsible for determining which after-hours calls constitute emergencies, and which items may be routed for the next business day receipt. Vendor shall consult with the department heads of Terrebonne Parish Consolidated Government for guidance on which subjects constitute emergencies.
- 2.5 Non-emergencies after-hour calls received shall be transmitted via email to the appropriate department head and the secretary for that department.
- 2.6 Vendor shall use an on-call list, provided by TPCG, to determine the appropriate individual to assign to respond and shall route such call to that appropriate on-call individual.
  - 2.6.1 Vendor then shall transmit an electronic message to the on-call individual and the individual's department head via email to serve as an incident report
- 2.7 The selected vendor shall be required to provide answering services during regular business hours, after hours, and twenty-four-hour service on weekends and holidays.
  - 2.7.1 Service business hours vary from department to department. It ranges from 4:00 pm – 7:00 am and/or 5:30 pm – 7:00 am.
- 2.8 The selected vendor will provide twenty-four (24) hour weekend answering services for Terrebonne Parish Consolidated Government Departments. See 2.7.1 for Service Business Hours.
- 2.9 The selected vendor will provide twenty-four (24) hour holiday answering services to TPCG. Twenty-four (24) hour holiday service is from 3:30 pm or 4:00 pm the day prior to the holiday to 7:00 am the day following the holiday. TPCG's official holidays are as follows.
  - New Year's Day
  - Martin Luther King Jr's Birthday (Observed third Monday in January)
  - Presidents Day (3<sup>rd</sup> Monday in February)
  - Lundi Gras

- Mardi Gras
- Good Friday (Friday before Easter)
- Memorial Day (Last Monday in May)
- Juneteenth National Independence Day
- Independence Day
- Labor Day (1<sup>st</sup> Monday in September)
- U.S. Presidential Election Day (every 4 years)
- Veterans Day
- Thanksgiving Day (4<sup>th</sup> Thursday in November)
- Day after Thanksgiving
- Christmas Day

#### 2.10 Required Vendor Qualifications

1. Vendor has been in related business for a minimum of two (2) years.
2. Vendor has provided similar services within the last two (2) years.
3. Vendor staff shall have the ability to understand, speak, read and write English fluently.
4. Vendor shall provide live, real-time, operator-assisted translation to communicate non-English speaking callers.

#### 2.11 Personnel Recruitment

1. The Vendor shall provide adequate personnel, trained in the proper methods and techniques in order to properly and satisfactorily accept phone calls and relay information and have the necessary public relations skills to interact with employees and customers in a professional, courteous, businesslike manner.
2. The Vendor's staffing levels shall be adequate to handle the volume of calls received from TPCG callers.
3. The Vendor must have the ability to call in additional operators to handle increased call volume that may result from a weather-related incident, major power outage, major disaster, etc.
4. The Vendor shall have the ability to accommodate for on-going training of call center staff when TPCG changes of policies and procedures warrant a change for how calls are handled.

#### 2.12 Emergency vs. Non-Emergency Calls

The selected Vendor shall evaluate calls based on information given by the caller as follows:

1. Non-emergency calls during regular business hours – The Answering Service shall direct all non-emergency calls during regular business hours to on-call

Personnel.

2. Non-emergency calls during after-hours - The Answering Service shall direct all non-emergency calls during regular after-hours business hours to on-call personnel and/or Department Head or designated personnel.
3. Emergency calls during regular business hours – The Answering service shall contact the appropriate TPCG personnel from the emergency contact list, which will be provided to the selected vendor. The operator shall provide information such as caller name, building name, building location, phone number, type of emergency.
4. Emergency calls during after-hours – for maintenance emergencies, dispatch the appropriate maintenance trade person from the after-hours on-call list. if applicable.

#### 2.13 TPCG Information Sharing

TPCG shall at its expense, provide selected vendor with all the following information in an electronic format, which will allow vendor to manipulate the data to import into its system.

1. Normal business hours and after-hours schedules for each department of TPCG obtaining services under this agreement
2. On-call lists for each department using after-hours answering services, including but not limited to the times, telephone numbers, email addresses, and on-call schedules of all individuals on the list.
3. An email directory to all TPCG administrators, department heads, and department securities.
4. Updates as necessary, for the information in this section.

#### 2.14 Notices

All remittances and notices required or permitted to be made hereunder must be sent to the following address:

2.14.1 TO TPCG: c/o Parish President, PO Box 2768, Houma LA 70361 with a copy to the Purchasing Manager, PO Box 2768, Houma LA 70361.



## Part III: Evaluation

### **3.1 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:

Evaluation Criteria	Possible Points
Qualifications / Experience	35
Methodology	35
Cost	30
Total Possible Points	100

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. 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.

### **3.2 Financial Proposal**

Prices proposed by the Proposer shall be submitted and prices proposed shall be firm. The information provided in response to this section will be used in the Financial Evaluation to calculate the lowest evaluated cost.

Exhibit A

OFFICIAL PROPOSAL FORM

I have read and understand the requirements of this Request for Proposal (RFP) and agree to provide the required **service** in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the **service** as outlined including any travel or per diem expenses and any other miscellaneous expenses involved.

The fee(s) for providing the **Services** requested:

I HEREBY acknowledge receipt of the following Addenda: (Enter the number assigned to each of the addenda that the Proposer is acknowledging): \_\_\_\_\_

Total proposal (numerically): \_\_\_\_\_

Total Proposal Written in Words: \_\_\_\_\_

\_\_\_\_\_  
SUBMITTED BY: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**“B”**

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
MINIMUM INSURANCE REQUIREMENT FOR CONTRACTORS  
(OTHER THAN NEW CONSTRUCTION OR RENOVATIONS)

Contractor 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. TPCG (Terrebonne Parish Consolidated Government)

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“occurrence form CG001). “Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.
2. Insurance Services Office form number CA0001 (Ed.1/78) covering Automobile Liability and endorsement CA0025 or CA0001 12 90. 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.
3. Workers’ Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability Insurance.

**B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers Liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

#### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY TPCG. At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retention's as respects TPCG, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions.

##### 1. General Liability and Automobile Liability Coverage

- a. TPCG, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" 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 TPCG, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of TPCG.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and commissions or volunteers.
- 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.

##### 2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for TPCG. Terrebonne Parish Consolidated Government and 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.

### 3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TPCG.

#### E. 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' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

#### F. VERIFICATION OF COVERAGE

Contractor shall furnish TPCG 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. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY TPCG BEFORE WORK COMMENCES. TPCG reserves the right to require complete, certified copies of all required complete, certified copies of all required insurance policies, at any time.

#### G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

## INDEMNIFICATION AGREEMENT

(to be submitted within 10 days from receipt of Notice of Intent to Award)

The \_\_\_\_\_ agrees to defend, indemnify,

Contractor/Subcontractor/Lessee/Supplier

save and hold harmless, Terrebonne Parish Consolidated Government, Terrebonne Parish Sheriff's Office, The Office of the District Attorney for the Parish of Terrebonne, The Houma-Terrebonne Housing Authority, their officers, elected officials, 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, and any and all

Contractor/Subcontractor/Lessee/Supplier

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 Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees \_\_\_\_\_ agrees to

Contractor/Subcontractor/Lessee/Supplier

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 Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Accepted

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract No. \_\_\_\_\_

Purpose of Contract: After Hours Answering Services

**Non-Collusion Affidavit (Regarding LSA – R.S. 38:2224)**

**State of Louisiana**

**Project Name:**

**Parish of Terrebonne**

**Location:**

(to be submitted within 10 days from receipt of Notice of Award)

**Affidavit**

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared \_\_\_\_\_ representing \_\_\_\_\_ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

- (1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration, or demolition of the public building or project were in the regular course of their duties for affiant.

THUS DONE AND SIGNED BEFORE ME, THE UNDERSIGNED Notary Public and subscribing witnesses on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, Louisiana.

\_\_\_\_\_

WITNESS

\_\_\_\_\_

CONTRACTOR/VENDOR

\_\_\_\_\_

WITNESS

\_\_\_\_\_

NOTARY PUBLIC

**AFFIDAVIT**

**VERIFICATION OF CITIZENSHIP**

(to be submitted within 10 days from receipt of Notice of Award)

**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  
(company)

Verification system to verify that all 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  
(company)

the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

4. I acknowledge that \_\_\_\_\_ shall require all subcontractors to submit to  
(company)

\_\_\_\_\_ a sworn affidavit verifying compliance with Paragraphs (2) and  
(company)

(3) of the Affidavit.

\_\_\_\_\_

Name:

Title:

Company:

Sworn to and subscribed before me at Houma, Louisiana,  
On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**



## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date