

**TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT**



**REQUEST FOR PROPOSALS  
#21-EMGSW-17**

**Emergency Program Management and Monitoring Service**

**MARCH 2021**

## 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 **2:00 pm** as shown on the Purchasing Division Conference Room Clock on **April 14, 2021** for the following:

### **Proposal No. 21-EMGSW-17 Emergency Program Management & Monitoring Services**

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.

Due to the COVID-19 emergency situation, the Terrebonne Parish Consolidated Government Purchasing Division is temporarily suspending in person attendance by vendors at proposal and/or bid openings for proposals and/or bids advertised by our division.

A non-mandatory pre-proposal conference will be held via phone conference on Wednesday, March 31, 2021 at 10:00 am CT. All interested vendors should contact Kristie Ellender, Solid Waste at 985 873 6739, before the above date, to obtain the phone number and user pin 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 Dove  
Gordon Dove., Parish President  
Terrebonne Parish Consolidated Government

Advertise: March 16, March 23, and March 30, 2021

To Courier: March 11, 2021

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**REQUEST FOR PROPOSAL  
FOR  
EMERGENCY PROGRAM MANAGEMENT & MONITORING SERVICES**

**PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Purpose**

Terrebonne Parish Consolidated Government (TPCG) maintains pre-position contracts for Disaster Recovery Debris Management and Disposal Services, including private property demolition and/or debris removal (PPDDR). Services for marine debris removal and/or other emergency response contracts may be issued on an as need basis. In connection with the administration of such contracts, TPCG desires to engage a professional firm (herein sometimes referred to as “Respondent”, “Proposer”, or “Provider”) to provide **Emergency Program Management and Monitoring Services** to assure disaster recovery efforts are implemented in a timely and effective manner with proper reporting and accounting of all activities while ensuring that all requirements for eligible reimbursement are met.

**1.2 Scope**

Services to be rendered may include, but are not limited to, planning, assessments, development and administration of grants, selection and permitting of sites, contract administration, inter-agency coordination, verification of quantities, progress reporting, and any other services necessary to ensure that contractor activities are performed in an eligible, efficient, effective, and timely manner, in accordance with all local, state, and federal requirements. The specific nature, scope, and extent of services may vary widely dependent upon the type, duration, and severity of an event. However, should this contract be activated, the selected firm shall be required to provide comprehensive program management and coordination, including contractor supervision, in accordance with TPCG’s approved Disaster Debris Management Plan or such other guidance as may be applicable. Respondent shall ensure that all emergency plan requirements and any applicable federal or state agency requirements are met by i) monitoring plan implementation and, ii) monitoring contractor activities, iii) maintaining complete, accurate, and up-to-date records of the completed work and progress, iv) compiling regular reports of completed work and assessments of remaining work, v) advising TPCG on applicable state and federal programs, procedures, and requirements, vi) acting as liaison between TPCG and various state and federal agencies as required.

**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 of the Contract shall be one (1) year from the effective date. The TPCG, shall have the right to exercise an option to extend up to twenty-four (24) additional months at the same rates, terms, and conditions of the initial contract term. The total contract term, with extensions, shall not exceed three (3) years.

**1.4 Schedule of Events**

	<u>DATE</u>	<u>TIME</u>
1. RFP advertised and posted to sites	3/16/2021	8:00am
2. Non-mandatory Pre-Proposal Conference	3/31/2021	10:00am

3. Deadline to receive written inquiries	3/30/2021	10:30am
4. Deadline to answer written inquiries	4/02/2021	11:00am
5. Deadline to receive Proposals (All proposals shall remain sealed until the date and time listed)	4/14/2021	2:00pm
6. Presentations & Discussions, if applicable	TBD	
7. Notice of Intent to Award announcement	TBD	
8. 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: **# 21-EMGSW-17 Emergency Program Management and Monitoring Services**
- Proposal Opening Date and Time: **April 14, 2021 at 2:00 pm**

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 exhibit the Proposer's understanding and approach to the project. It should contain a summary of the Proposer's ability to perform the services described in the RFP and confirm that the Proposer is willing to perform those services and enter into a contract with the TPCG. Evidence of signature authority shall be included in Proposer's submission. 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.**

The cover letter should also:

- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

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

**C. General Firm Description:** Provide a description of the Respondent's company and the services it provides including the number of employees directly involved in the provision of services for emergency program management, office locations and capabilities, and number of personnel at each office location. Describe the business structure under which the Respondent operates (i.e., corporation, partnership, limited liability company, etc.) and under which state laws it is organized as a business entity. If Respondent has an office in Louisiana, provide the address and the number of resident full-time employees.

- D. Sub-Consultants:** Any sub-consultants who are proposed to be a part of the project team must be clearly identified and the Respondent is to include a statement of the nature and percentage of total work that is anticipated to be provided by them should the Respondent be selected as the most qualified. Respondent shall demonstrate in its SOQ that any proposed sub-consultant has a history of proven and measurable experience in the area of the services proposed to be used by the Respondent in its scope of services, including the submission of three references from each sub-consultant.
- E. General Firm Description of Sub-consultants (as required):** If any sub-consultants are proposed as part of the Respondent's SOQ, this section should include information similar to that requested in section 1.6 -C for each respective sub-consultant proposed.
- F. Financial Information:** Respondents must demonstrate that they have the financial resources and stability to perform the services specified in this RFP including the ability to secure suitable insurances. Respondent is to demonstrate its financial capability by providing the last three years of audited financial statements for its firm (and any significant sub-consultants) which should include a profit and loss statement, a cash flow statement and a balance sheet (e.g. SEC Form 10K or like kind information) 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 shall also list the types and amounts of insurance coverage retained by the firm.
- G. Project Team Organization:** Include a management and organizational chart specific to providing the proposed scope of services. Indicate position, title, job responsibilities, and where the personnel are proposed to be based.
- H. Resumes:** Provide the professional experience and resumes of those partners, principals and employees of the Respondent who will be actually responsible for, and actively involved in a substantial manner in, the provision of services related to this contract, including appropriate evidence of accreditation, certification, or licensing in their respective professions. Upon selection as the most qualified, the Respondent must provide proof that it, its staff and the staff of any subcontractors that they engage to be employed are in compliance with applicable laws, permitting, licensing, and certification requirements.
- I. Scope of Services:** Each Respondent is to include in its submittal a detailed description of the full scope of related client services available.
- J. Project Understanding / Approach:** This section should demonstrate that the Respondent understands the needs of TPCG with respect to the services described herein. Respondent should include a description of the anticipated project approach including technical and management factors that will result in successful completion of the project. Advantages or special capabilities of the actual project team the Respondent is submitting for consideration should be highlighted in this section as well as the intended methods to ensure:
- Cost effectiveness,
  - Effective project management,

- Conformance to budgets and schedules,
- Effective quality control,
- Effective communication protocol and desired objectives, and
- Such other factors as Respondent deems demonstrates its unique capabilities and experience to ensure a cost-effective successful Project.

Respondents are encouraged to provide examples of innovative and creative approaches unique to their Scope of Services and those they have found successful and have employed in the past.

- K. Availability of Resources:** The Respondent should provide a statement of availability of personnel, proposed staging and/or response schedule that will be committed to in the event of activation.
- L. Estimate of Resources:** Based on the Respondent's proposed Scope of Services, the Respondent should provide a preliminary estimate of the Respondent's resources that would be dedicated for various levels of events requiring debris removal ranging from 500,000 to 2,000,000 cubic yards. The estimate of resources should convey a sense of the amount of effort and resources that the Respondent believes are necessary to effectively execute the assignment.
- M. Reference Projects:** Respondents should provide at least five (5) but no more than seven (7) reference projects completed by the respondent of comparable size and scope (500,000 to 2,000,000 cubic yards). For each reference project the Respondent should provide a brief description of the project, the scope of work completed, dates of contract start and completion, and contact information for the client for whom the work was completed.
- N. References:** Provide no less than three (3) and no more than five (5) client references complete with contact information who can address the Respondent's timely and effective completion of all tasks and Respondent's overall performance.
- O. 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.
- P. Litigation:** The Respondent should provide a list of any previous, currently 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.
- **Fee Proposal:** Respondents price proposal shall be submitted on the attached Price Proposal Form(s). Except as otherwise, may be agreed, for a Scope of Services to be rendered on a lump sum compensation basis. All work under this Contract will be compensated on the basis agreed upon unit rates. Hourly rates shall include all employee benefits and living allowance. There shall be no adjustment to the applicable rate (overtime) regardless of hours worked. All other incidental costs, including but not limited to, transportation, lodging, meals, tools, supplies, consumables, etc. shall not be subject to reimbursement.

### **1.7 Number of Response Copies**

Each Proposer shall submit one (1) signed original response. Each Proposer shall also submit the following:

- Four (4) additional copies of the proposal
- One (1) redacted copy of the proposal **IF APPLICABLE**
- Once (1) “searchable” electronic copy of the proposal on a USB flash drive. The searchable electronic copy should be provided as one (1) file. This USB flash drive shall be labeled / identified as COPY.
- One (1) electronic redacted copy of the proposal on a USB flash drive. The electronic redacted copy should be provided as one (1) file. This USB flash drive shall be labeled / identified as REDACTED COPY. **IF APPLICABLE (See Section 1.8 of this RFP)**

### **1.8 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.

### **1.9 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.

### **1.10 Pre-Proposal Conference**

A non-mandatory pre-proposal conference will be held via phone conference on **Wednesday, March 31, 2021 at 10:00 am CT**. All interested vendors should contact Kristie Ellender, Solid Waste at 985-873-6739, before the above date, to obtain the phone number and user pin to access the phone conference.

The purpose of the conference shall be for Proposers to obtain clarification of the requirements of the RFP and receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one (1) duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the TPCG will be stated in writing in response to written questions. Potential Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, written questions will be researched and an official response 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/>

### **1.11 Proposer Inquiries**

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

#### **Administrative Inquiries:**

TPCG Purchasing Division  
Attention: Angela Guidry  
301 Plant Road  
Houma, LA 70363  
E-Mail: [aguidry@tpcg.org](mailto:aguidry@tpcg.org)  
Phone: (985) 873-6754 / Fax (985)873-6766

#### **Technical Inquiries:**

TPCG Environmental Services Division  
Attention: Clay Naquin  
P O Box 2768  
Houma, LA 70361  
E-Mail: [cnaquin@tpcg.org](mailto:cnaquin@tpcg.org)  
Phone: (985)873-6739 / Fax (985)873-6760

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 Angela Guidry or Clay Naquin or his / 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.

### **1.12 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.

### **1.13 Errors and Omissions in Proposal**

The TPCG reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### **1.14 Changes, Addenda, Withdrawals**

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.

### **1.15 *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 and Warehouse Manager identified in the RFP.

### **1.16 *Waiver of Administrative Informalities***

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

### **1.17 *Proposal Rejection / RFP Cancellation***

Issuance of this RFP in no way shall constitute 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.

### **1.18 *Ownership of Proposal***

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

### **1.19 *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.

### **1.20 *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.

### **1.21 *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.

### **1.22 *Determination of Responsibility***

In order to qualify as responsible, a Proposer must meet the following standards as they 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, judgement, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **1.23 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 subcontractor, if requested by the TPCG. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the TPCG, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the TPCG.

### **1.24 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 TPCG program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

The TPCG reserves the right to adjust the original scores based upon information received in the presentation, using the original evaluation criteria contained in the RFP.

### **1.25 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.

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.

### **1.26 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.

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, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

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

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, 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 TPCG reserves the right to adjust the original scores based upon BAFO's submittal response(s), using the original evaluation criteria contained in the RFP.

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

### **1.28 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.

### **1.29 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.

### **1.30 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.

### **1.31 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.

### **1.32 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.

### **1.33 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.

### **1.34 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.

### **1.35 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.

### **1.36 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.

### **1.37 Indemnification and Limitation of Liability**

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.

### **1.38 Payment**

Payments are predicated upon successful completion and written approval by Clay Naquin, Solid Waste Director 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 TPCG approves in writing the work performed and the submitted invoice(s). Payment will be made only after Clay Naquin, Solid Waste Director, approves the invoice(s) for payment. The TPCG will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid contract.

### **1.39 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.

### **1.40 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.

### **1.41 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.

### **1.42 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.

### **1.43 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.

#### **1.44 Assignment**

No Contractor shall 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 to a 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.

#### **1.45 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.

#### **1.46 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.

#### **1.47 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.

#### **1.48 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.

#### **1.49 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.

### **1.50 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.

### **1.51 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.

### **1.52 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.

### **1.53 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 this Contract.

### **1.54 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.

### **1.55 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.

### **1.56 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.

### **1.57 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.

### **1.58 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.

### **1.59 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).

### **1.60 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.

**1.61 *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.

**1.62 *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

**1.63 *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.

#### **1.64 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.

#### **1.65 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.

#### **1.66 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.

#### **1.67 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.

#### **1.68 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.

#### **1.69 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.

### **1.70 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.

### **1.71 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".

### **1.72 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.

### **1.73 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.

### **1.74 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.

### **1.75 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".

**1.76 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.

## **PART II SCOPE OF WORK / SERVICES**

### ***2.1 Purpose***

It is the intent of the TPCG to enter into a contract with a Consultant to provide comprehensive Emergency Program Management and Monitoring Services including, but not limited to, planning, assessments, development and administration of grants, selection and permitting of sites, contract administration, inter-agency coordination, verification of quantities, progress reporting and any other services necessary to ensure that contractor activities are performed in an eligible, efficient, effective and timely manner, in accordance with all local, state and federal requirements. The specific nature, scope, and extent of services may vary widely dependent upon the type, duration and severity of an event. However, should this contract be activated, the Consultant shall be required to provide comprehensive program management and coordination, including contractor supervision, in accordance with TPCG's approved Disaster Debris Management Plan or such other guidance as may be applicable.

The TPCG intends to utilize an automated debris management system (ADMS) and anticipates that the Consultant will provide vehicle certification placards for the Disaster Debris Removal Contractor(s).

At a minimum, the Proposer must be familiar with FEMA's Public Assistance Program and all applicable state and federal requirements and regulations, and the latest editions of the following:

- Public Assistance Guide
- Applicant Handbook
- Public Assistance Debris Management Guide
- Debris Monitoring Guide
- Debris Estimating Field Guide
- FEMA's Recovery 9500 Series
- Hazardous Stump Extraction & Removal Eligibility
- FEMA Disaster Assistance Policies
- FEMA PA Program Guidelines
- FEMA Recovery Fact Sheet
- Memorandum of Understanding for Contaminated Debris Management between FEMA, EPA, and USACE

### ***2.2 Scope of Work***

- Planning
- Assessments
- Development and Administration of Grants
- Selection and Permitting of Sites
- Contract Administration

- Interagency Coordination
- Project / Operations Management
- Collection Monitoring
- Automated Debris Management System (ADMS)
- Data Processing and Management
- DMS Monitoring
- Debris Vehicle Verification
- Damage Complaint Tracking
- Data Compilation and Reporting
- Payment Monitoring and Reconciliation Processing
- Reporting and Coordinating with TPCG's Project / Operations Manager
- Verification of Quantities
- Progress Reporting

The specific nature, scope, and extent of services may vary widely dependent upon the type, duration, and severity of an event. However, should this contract be activated, the selected firm shall be required to provide comprehensive program management and coordination, including contractor supervision, in accordance with TPCG's approved Disaster Debris Management Plan or such other guidance as may be applicable. Respondent shall ensure that all emergency plan requirements and any applicable federal or state agency requirements are met by i) monitoring plan implementation and, ii) monitoring contractor activities, iii) maintaining complete, accurate, and up-to-date records of the completed work and progress, iv) compiling regular reports of completed work and assessments of remaining work, v) advising TPCG on applicable state and federal programs, procedures, and requirements, vi) acting as liaison between TPCG and various state and federal agencies as required.

### ***2.3 Project / Operations Management***

Consultant will be responsible for Project / Operations Management of the debris monitoring activities for the TPCG. This responsibility includes, but is not limited to, providing an experienced Project/Operations Manager supplying a temporary field office for the monitoring staff and coordinating meeting with the TPCG, field staff and Contractors. Additionally, Consultant will be responsible for the hiring, training, deploying, scheduling and monitoring activities of its collection monitors.

### ***2.4 Collection Monitoring***

The Consultant will be responsible for monitoring and certifying all TPCG's authorized collection activities. This responsibility includes, but is not limited to, monitoring and certifying all debris loads to ensure eligibility for federal reimbursement, providing trained collection monitors, exercising quality control over the debris monitoring activity, and providing daily feedback to the TPCG. Consultant shall ensure that all disaster debris removal Contractor loads are correctly captured by their ADMS.

The Consultant shall photographically document all daily collection activities. Consultant shall identify and document all leaner's, hangers and stumps and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.

The Consultant shall coordinate with TPCG to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc.

Consultant's staff shall be equipped with modern communication equipment. Consultant shall have the ability to maintain shape files or geo-databases of collection passes, customer complaints and leaner's, hangers and stumps, including photos, and to track these issues using a GIS and provide an updated shape file or geo-database to the TPCG on an appropriately determined schedule.

## **2.5 ADMS**

The Consultant shall provide an electronic ADMS that shall create load tickets electronically, eliminating the need for hand written and scanned tickets. The ADMS features shall include, at a minimum, the following:

- Paperless electronic (handheld device) load ticket generation and data collection
- Debris vehicle certification data capture at certification site
- Encrypted and secure field data transfer (field to DMS, DMS to server)
- Accessible secure database for government and Disaster Debris Removal Contractor(s) use. Database will be internet accessible by Disaster Debris Removal Contractor(s), TPCG, State and other public entities on a need to know basis.
- Minimal manual entry of load ticket data fields (e.g. load call, type of debris)
- Automation of debris pickup location thru use of GPS technology
- Evaluation of daily event status using web-based reporting and GIS tools
- Coordination of disaster debris removal Contractor(s) invoices, FEMA documentation and application payment process enabled through an integrated database management system
- Consultant shall use an ADMS during the performance of service under this agreement for managing the collection, transporting, and/or disposal of debris

## **2.6 Debris Management Sites (DMS) Monitoring**

The Consultant will provide DMS monitors and spotters to observe and document the unloading, processing and loading of debris in accordance with FEMA requirements and the TPCG's Debris Management Plan. This responsibility includes estimating the load volume, completing the ADMS load tickets, signing and certifying that the information is complete and accurate. Additional responsibilities include conducting pre-use and post-use environmental monitoring, ensuring that the truck certifications are accurate, ensuring that all collection vehicles are equipped with the necessary safety restraints, coordinating with all federal, state, and local agencies, keeping accurate records.

## **2.7 Debris Vehicle Certification**

The Consultant will be responsible for measuring and capturing data elements for each disaster debris removal Contractor(s) vehicle in accordance with FEMA requirements utilizing their ADMS. Additionally,

Consultant will take a photograph of each vehicle showing the vehicle number and type of vehicle. Consultant will also perform random verifications once per week at each DMS to ensure that no vehicle modifications have been made.

### ***2.8 Damage Complaint Tracking***

Consultant shall assist TPCG with tracking, managing, reporting and customer follow-up through to resolution of all damage complaints resulting from debris removal activities. The TPCG requires that all complaints be tracked using a GIS including linked photos.

### ***2.9 Data Compilation and Reporting***

The Consultant will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certifications, project records, photos and manifests, etc. to support federal (FEMA), state and local reimbursements, and subsequent audits.

The Consultant will be responsible for providing regular status updates to the TPCG. This reporting will include creating, updating and maintaining a database to include all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger and leaner information and images. All electronic reporting will be provided in a format acceptable to the TPCG and the TPCG shall have access to the database to perform queries and produce reports. The TPCG will require the Consultant to meet minimum standards for the timeliness of data reporting.

### ***2.10 Payment Monitoring and Reconciliation Processing***

The Consultant will be responsible for reviewing, validating and reconciling Disaster Debris Removal Contractor(s) invoices prior to submission to the TPCG for processing.

### ***2.11 Other Related Services***

Additional services the TPCG desires the Consultant to provide may include, but are not limited to:

- Assist the TPCG in preparing final reports for reimbursement by FEMA or other agencies
- Meeting with TPCG's representatives and the Disaster Removal Contractor(s) daily during disaster event activation.
- Meeting with TPCG's Project Manager or his/her designee at least once per year at no cost to the TPCG prior to hurricane season.

### PART III: EVALUATION

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
Technical approach to the project and adequacy to achieve requirements of Scope of Work / Services	0 – 25
Relevant experience and capabilities of Respondent and key personnel assigned to project	0 – 30
Cost	0 – 45
TOTAL POSSIBLE POINTS	0 - 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.

#### **3.1 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.

A Proposer's base cost score will be based on the cost information provided and computed as follows:

The Proposer with the lowest total cost shall receive 45 points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 45)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated  
LPC = Lowest Proposed Cost of all Proposers  
TCP = Total Cost of Proposer being evaluated

## PRICE PROPOSAL PAGE

### EMERGENCY PROGRAM MANAGEMENT AND MONITORING SERVICES

1. The undersigned Proposer proposes and agrees to enter into an agreement with TPCG substantially in the form of a Contract, or otherwise as prescribed by TPCG, to perform and furnish all work as specified for the Proposal Price indicated in this Proposal and in accordance with the other items and conditions of this Request for Proposals.
2. Proposer accepts all of the terms and conditions of this Request for Proposals. This Proposal will remain subject to acceptance for ninety (90) days after the day of Proposal opening. Proposer will sign and deliver the required number of counterparts of the agreement with other documents required by the Contract Documents within ten (10) days after the date received from TPCG.
3. In submitting this Proposal, Proposer represents, as more fully set forth in the agreement, that:
  - a. Proposer has examined and carefully studied the Request for Proposals documents.
  - b. Proposer has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
  - c. Proposer is familiar with and is satisfied as to all local, state, and federal laws, rules, permits, regulations, and standards that may affect cost, progress, performance and furnishing of the work.
  - d. Proposer is aware of the general nature of work to be performed by TPCG and others at the sites that relates to work for which this Proposal is submitted as indicated in the Request for Proposals.
  - e. Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site, and all additional examinations and data with the Request for Proposals.
  - f. Proposer has given TPCG written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Request for Proposals and the written resolution thereof by TPCG is acceptable to Proposer, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Proposal is submitted.
  - g. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over TPCG.
4. The Proposer declares that, to the best of his knowledge and experience with Federal and State reimbursement procedures and requirements, that all of the proposed costs and payment methods are reasonable and customary for the services listed.
5. Proposer will complete the work in accordance with the Request for Proposals for the prices listed on this Price Proposal Form.

**PRICE PROPOSAL PAGE  
(continued)**

**EMERGENCY PROGRAM MANAGEMENT AND MONITORING SERVICES**

CLASSIFICATION	RATE
Project Manager	\$ per hour
Supervisor	\$ per hour
Crew Leader	\$ per hour
Debris Monitor Load Site	\$ per hour
Debris Monitor Dump Site	\$ per hour
Truck Certification Monitor	\$ per hour
Clerical Position	\$ per hour

Proposer acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

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

NAME OF PROPOSER: \_\_\_\_\_

NAME OF AUTHORIZED SIGNATORY PROPOSER: *(Printed or Typed)* \_\_\_\_\_

SIGNATURE OF AUTHORIZED SIGNATORY PROPOSER \*\* \_\_\_\_\_

TITLE OF AUTHORIZED SIGNATORY PROPOSER: \_\_\_\_\_

DATE: \_\_\_\_\_



**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 \_\_,  
2021

\_\_\_\_\_  
Notary Public

## INSURANCE

A. INSURANCE: The CONTRACTOR, prior to commencing work, shall provide at his own expense proof of the following insurance coverage required by the contract to TPCG in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers 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.

a. All notices will name the CONTRACTOR and identify the contract. Insurance coverage specified is to be provided by the CONTRACTOR, and following minimum limits:

i. Workers' Compensation and Employer's Liability coverage shall be in compliance with the Compensation Law of the State of Louisiana. TPCG and the CONTRACTOR mutually agree that it is their intention to recognize TPCG 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.

ii. Commercial General Liability Insurance shall be provided with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the Certificate of Insurance 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.

iii. Business Automobile Liability Insurance with a combined single limit per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

1. Any automobile
2. Owned automobiles
3. Hired automobiles
4. Non-owned automobiles

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

v. All property losses shall be made payable to and adjusted with TPCG.

vi. All policies of insurance shall be approved by TPCG prior to the inception of any work.

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

b. Thirty days prior notice of cancellation shall be given to TPCG by registered mail, return receipt requested, on all of the required coverage provided to TPCG. All notices will name the CONTRACTOR and identify the contract number.

B. RISKS AND IDEMNIFICATIONS ASSUMED BY THE CONTRACTOR. Neither the acceptance of the completed work nor payment therefore shall release the CONTRACTOR from his obligations from the insurance requirements or indemnification agreement.

a. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of TPCG, TPCG may pay the renewal premium and withhold such payments from any monies due the CONTRACTOR.

b. All property losses shall be made payable to and adjusted with TPCG.

c. All policies and certificates of insurance shall be approved by TPCG prior to the initiation of any work.

d. If at any time any of the foregoing policies shall be or become unsatisfactory to TPCG, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to TPCG, the CONTRACTOR shall, upon notice to that effect from TPCG, promptly obtain a new policy, submit the same to TPCG for approval and submit a certificate thereof as herein above provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of TPCG, may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

e. SUBCONTRACTORS – CONTRACTOR shall include subcontractors as insured under its policies or shall require that subcontractors furnish and evidence separate insurance conforming to the requirements stated herein.

f. CERTIFICATE OF INSURANCE - CONTRACTOR shall furnish TPCG with certificates of insurance affecting coverage required by this clause. 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 insurance policies, at any time.

g. INSURANCE REQUIREMENTS FOR CONTRACTORS - 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 CONTRACTOR's proposal.

C. MINIMUM SCOPE OF INSURANCE: Coverage shall be at least as broad as:

a. COVERAGE:

i. 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 "sunset clause".

ii. Insurance Services Office form number CA0001 (Ed. 1/.78), covering Automobile Liability and endorsement CA0025 or CA001 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 CONTRACTOR does not own the vehicle, then proof of hired and non-owned coverage is sufficient.

iii. 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:

i. 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).

ii. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

iii. Workers' Compensation and Employer's Liability: Workers' Compensation and Employer's Liability limits as required by the Labor Code of the State of Louisiana, with a minimum Employer's Liability limit of \$1,000,000 for work over water or involving maritime exposure.

c. DEDUCTIBLES AND SELF-INSURED RETENTIONS - Any deductibles or self-insured retention must be declared to and approved by the TPCG. At the option of the TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retention 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:

i. General Liability and Automobile Liability Coverage

1. TPCG, its officers, officials, employees, boards and commissions and volunteers are 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 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.

2. 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.

3. 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.

ii. 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.

iii. All Coverage - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled unless 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' Compensation Corporation 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 approved by TPCG before work commences. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

g. SUBCONTRACTORS - CONTRACTOR shall include all subcontractors as insured 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.

D. TPCG and CONTRACTOR intend that any policies in response to paragraph C.a.ii. 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 will have no rights of recovery against any of the parties named as insured or additional insured.

**INDEMNIFICATION AGREEMENT**

\_\_\_\_\_ agrees to defend, indemnify, save and hold  
Contractor/Subcontractor/Lessee/Supplier

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 \_\_\_\_\_ as provided herein, except those claims, Contractor/Subcontractor/Lessee/Supplier

demands and/or causes of action arising out of the negligence of the Indemnified Parties or their officers, agents, elected officials, servants and employees. \_\_\_\_\_ 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.

Accepted By: \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date Accepted

Is Insurance Certificate Attached? \_\_\_\_\_

Purpose of Contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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