TERREBONNE PARISH CONSOLIDATED GOVERNMENT

REQUEST FOR PROPOSALS

26-EMGSW-26

Emergency Program Management and Monitoring Service

MAY 2026

INVITATION TO PROPOSERS

Sealed proposals will be received on **June 22, 2026** by the Terrebonne Parish Consolidated Government (TPCG) Purchasing Division located at 301 Plant Road, Houma, LA 70363 until 2:00 P.M. CT as shown on the Purchasing Division Conference Room Clock at which time sealed proposals shall be publicly opened and the name of the Proposers read aloud.

The Request for Proposal is available in electronic form at the Terrebonne Parish Consolidated Government website https://www.tpcg.org/Purchasing/Bidopportunities. Proposal documents are also posted on www.centralauctionhouse.com. To view these, download, and receive proposal notices by email, you should register with Central Auction House (CAH). For information or technical support about the process on the Central Bidding website, please contact Central Bidding Support at (225) 810-4814 or send an e-mail to info@centralbidding.com.

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

Request for Proposals (RFP): 26-EMGSW-26 EMERGENCY PROGRAM MANAGEMENT AND MONITORING SERVICES

A non-mandatory pre-proposal conference will be held on **June 9, 2026 at 10:30 A.M. CT** at the Terrebonne Parish Consolidated Government, Purchasing Division located at 301 Plant Road Houma, LA 70363.

Specifications and proposal forms are on file at the TPCG Purchasing Division and may be obtained by potential respondents at no cost. Please contact Clay Naquin, Solid Waste Director, at 985-873-6739 with regard to the specifications or contact Gina Bergeron, in the Purchasing Division at 985-873-6819 for any clarification about the proposal documents.

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

/s/Jason W. Bergeron
Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Publish:
May 27, 2026
June 3, 2026
June 10, 2026
To Courier: May 22, 2026

INSTRUCTIONS TO PROPOSERS

PART I: GENERAL

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 Schedule of Events

		DATE	TIME
1.	RFP posted to TPCG website and blackout period Begins	5/27/2026	4:00 P.M. CT
2.	Non-mandatory Pre-Proposal Conference	6/09/2026	10:30 A.M. CT
3.	Deadline to receive written inquiries	6/08/2026	10:30 A.M.CT
4.	Deadline to answer written inquiries	6/11/2026	11:00 A.M. CT
5.	Proposal Opening Date	6/22/2026	2:00 P.M. CT
6.	Oral discussions with Proposers, if applicable	TBD	
7.	Notice of Intent to Award to be mailed	TBD	
8.	Contract Initiation	TBD	

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

PART II: ADMINISTRATION

2.1 Proposal Submittal

This RFP is available in electronic form at the TPCG website Terrebonne Parish Consolidated Government in Houma, Louisiana it will be available in PDF format or in printed form by submitting a written request to Gina Bergeron, in the Purchasing Division.

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

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

- Proposal Name and Number: **RFP 26-EMGSW-26 Emergency Program Management and Monitoring Services**
- Proposal Opening Date and Time: **June 22, 2026 at 2:00 P.M. CT**

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 United States Postal Service to our physical location at:

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

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal's opening date and time shall result in rejection of the proposal.

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

2.2 Proposal Response Content

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

A. Cover Letter: The cover letter should identify the person(s) authorized by the Proposer to contractually

obligate the Proposer and the person(s) who will address technical and contractual matters throughout the evaluation period. By signing the cover letter and the proposal, the Proposer certifies compliance with the signature authority required in accordance with LA R.S. 38:2212B(5) as may be amended.

B. **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.

C. **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 RFP 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.

D. **General Firm Description of Sub-consultants (as required):** If any sub-consultants are proposed as part of the Respondent's RFP, this section should include information similar to that requested in section 2.2 B for each respective sub-consultant proposed.

E. **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.

F. **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.

G. **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.

H. **Scope of Services:** Each Respondent is to include in its submittal a detailed description of the full scope of related client services available.

I. **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.

J. **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.

K. **Estimate of Resources:** Based on the Respondent's proposed Scope of Services, the Respondent should provide a preliminary estimate of the 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 proposer believes are necessary to effectively execute the assignment.

L. **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.

M. **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.

N. **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.

O. **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.

P. **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.

Q. **Non-Collusion Affidavit:** At the time of submittal or within ten (10) days thereafter, Respondent shall submit a Non-Collusion Affidavit in accordance with LA R.S. 38:2224 in the form attached hereto the attached Agreement for Emergency Program Management and Monitoring Services.

R. **Certification Regarding Lobbying**: Contractors must sign and submit to the non-federal entity the Certification Regarding Lobbying Form, which is attached hereto.

2.3 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, and identified as such, **IF APPLICABLE**
- One (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**

2.4 Legibility / Clarity

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

2.5 Confidential Information, Trade Secrets and Propriety Information

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

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

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.

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

2.6 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on **June 9, 2026 at 10:30 A.M. CT** a Pre-Proposal Conference will be held at Terrebonne Parish Consolidated Government, Purchasing Division, 301 Plant Road Houma, LA 70363. Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm 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.

2.7 Proposer Inquiry Periods

The TPCG shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The TPCG reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

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

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

Administrative Inquiries:
TPCG Purchasing Division
Attention: Gina Bergeron
301 Plant Road
Houma, LA 70363
E-Mail: gbergeron@tpcg.org

Technical Inquiries:
TPCG Solid Waste Department
Attention: Clay Naquin
P O Box 2768
Houma, LA 70361
E-Mail: cnaquin@tpcg.org

Phone: (985) 580-7272 Phone: (985) 873-6739

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

An addendum will be issued and posted at the TPCG website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any TPCG employee. It is the Proposer's responsibility to check the TPCG website frequently for any possible addenda that may be issued. The TPCG is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

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

2.8 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer or its Agent or Representative, is prohibited from communicating with any Parish employee or Contractor of the Parish involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Parish employees, but also to any Contractor of the Parish. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 2.7 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.

2.9 Errors and Omissions in Proposal

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

2.10 Performance and Payment Bonds

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

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

In addition, any performance and payment bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. If the Surety on any Bond furnished by Proposer is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the above clauses, Proposer shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

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

2.11 Changes, Addenda

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

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

2.12 Withdrawal of Proposal

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

2.13 Material in the RFP

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

2.14 Waiver of Administrative Informalities

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

2.15 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the TPCG to award a contract. The TPCG reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the TPCG to do so. Further, the TPCG reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Parish Administration and the Terrebonne Parish Council.

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

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

2.16 Ownership of Proposal

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

2.17 Cost of Offer Preparation

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

2.18 Non-negotiable Contract Terms

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

2.19 Payment/Taxes

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.

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

2.20 Proposal Validity

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

2.21 Prime Contractor Responsibilities

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

2.22 Use of Subcontractors

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

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

2.23 Written or Oral Discussions/Presentations

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

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

Written or oral discussions/presentations for clarification may be conducted to enhance the TPCG's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

2.24 Acceptance of Proposal Content

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

2.25 Evaluation and Selection

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

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

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

- 0 – 25 points: Technical approach to the project and adequacy to achieve requirements of the scope
- 0 – 30 points: Relevant experience and capabilities of Respondent and key personnel assigned to the project
- 0 – 45 points: Cost

Written recommendation for award shall be made to the Parish President for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, price and other factors considered. The committee may reject any or all proposals if none is considered in the best interest of the TPCG.

2.26 Best and Final Offers (BAFO)

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

submittal. The BAFO negotiation may be used to assist the TPCG in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

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

2.27 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most responsive to the TPCG's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the TPCG may negotiate with the next most advantageous responsible Proposer.

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

2.28 Contract Award and Execution

The TPCG reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The RFP, including any addenda and the proposal of the selected Contractor will become part of any contract initiated by the TPCG.

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

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

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

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

The TPCG intends to award a single Proposer.

2.29 Term of Contract and Extensions

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

for two (2) additional one (1)-year periods at the same rates, terms, conditions, and specifications of the initial contract term. The total contract term, with extensions, shall not exceed three (3) years.

2.30 Non-Exclusive Contract

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

2.31 Contract Documents

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

2.32 Notice of Intent to Award

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

TPCG will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

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

2.33 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Gina Bergeron, Purchasing Manager. Contact may be made by phone at (985) 580-7272 or E-mail to gbergeron@tpcg.org

2.34 Insurance Requirements

Contractor shall furnish the TPCG with certificates of insurance effecting coverage(s) required by the RFP (see Attachment). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the TPCG before work commences.

The TPCG reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in attached for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

2.35 Subcontractor Insurance

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

2.36 Indemnification

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

2.37 Termination

2.37.1 Termination of the Contract for Cause

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

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

2.37.2 ***Termination of the Contract for Convenience***

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

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

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

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG

giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

2.38 Assignment

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

2.39 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.

2.40 Audit of Records

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

2.41 Civil Right Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

2.42 Record Retention

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

2.43 Content of Contract / Order of Precedence

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

2.44 Contract Modifications

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

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.

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

2.45 Substitution of Personnel

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

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

2.46 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

2.47 Claims or Controversies

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

2.48 Remedies for Breach

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

2.49 Termination and Settlement

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

2.50 Access to Records

Proposer acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, U S Funding Agency, the Comptroller General, or an of their dully authorized

representatives access to all books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

2.51 Dispute Resolution

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

2.52 Equal Employment Opportunity

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

2.53 Copeland "Anti-Kickback" Act

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

2.54 David-Bacon Act

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

2.55 Contract Work Hours and Safety Standards Act

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

2.56 Rights to Inventions Made Under a Contract or Agreement

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

2.57 Clean Air Act

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

2.58 Federal Water Pollution Control Act

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

2.59 Byrd-Anti-Lobbying Amendment

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

2.60 Debarment and Suspension

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

Contractors have 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.

2.61 Warranties

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

2.62 *Code of Ethics*

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

2.63 E-Verify (see Attestation Affidavit)

2.64 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.

2.65 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.

2.66 Louisiana First Hiring Act

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

2.67 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.

2.68 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.

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

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:

BSC = (LPC/PC X FPP)

Where: BCS = Computed cost score (points) for Proposer being evaluated
LPC = Lowest proposed cost of all Proposers
PC = Total cost of Proposer being evaluated
FPP = Financial Proposal Points

3.2 Technical Proposal

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

- Company Background and Experience
- Knowledge of FEMA regulations
- Approach and Methodology
- Risk Factor
- Operational Understanding and Approach
- Qualifications, Experience of Proposer, Project Team, Project Manager, Key Personnel and Resources and Availability
- Implementation Plan

PART IV: SCOPE OF WORK/SERVICES

4.0 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

4.1 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.

4.2 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.

4.3 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.

4.4 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

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

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 the bonds and 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: _____

Primary Contact email address: _____

Primary Contact phone number: _____

** Signature Authorization. ***(if applicable)*** **Written evidence of the person signing the proposal shall be submitted at the time of submission, in accordance with LA R.S. 38:2212(B)(5)**

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

(a) Public bribery (R.S. 14:118)

(b) Corrupt influencing (R.S. 14:120)

(c) Extortion (R.S. 14:66)

(d) Money laundering (R.S. 14:230)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)

(b) Identity Theft (R.S. 14:67.16)----------

(c) Theft of a business record (R.S.14:67.20)----------

(d) False accounting (R.S. 14:70)----------

(e) Issuing worthless checks (R.S. 14:71)

(f) Bank fraud (R.S. 14:71.1_

(g) Forgery (R.S. 14:72)

(h) Contractors; misapplication of payments (R.S. 14:202)(

(i) Malfeasance in office (R.S 14:1324)

LA R.S. 38:2212.10 VERIFICATION OF EMPLOYEES

A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

ATTESTATIONS AFFIDAVIT (continued)

LA R.S. 23:1726(B) CERTIFICATION REGARDING UNPAID WORKERS COMPENSATION INSURANCE

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding/proposing entity.

Signature X:_____

Name: _____

Title: _____

Company Name:_____

WITNESSES:

_____

_____

Sworn to and subscribed before me this _____ day of _____ 20___.

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
Contractor, Subcontractor, Lessee, Supplier
investigate, handle and respond to any 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: _____

_____

_____

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

STATE OF LOUISIANA

PARISH OF TERREBONNE

PROPOSAL NAME: RFP 26-EMGSW-26

LOCATION: Various

AFFIDAVIT

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

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

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

(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

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

_____ WITNESS

_____ CONTRACTOR/VENDOR

_____ WITNESS

_____ NOTARY PUBLIC

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

C. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

(a) Public bribery (R.S. 14:118)

(b) Corrupt influencing (R.S. 14:120)

(c) Extortion (R.S. 14:66)

(d) Money laundering (R.S. 14:230)

D. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)

(b) Identity Theft (R.S. 14:67.16)----------

(c) Theft of a business record (R.S.14:67.20)----------

payments (R.S. 14:202)(

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(e) Issuing worthless checks (R.S. 14:71)

(f) Bank fraud (R.S. 14:71.1_

(g) Forgery (R.S. 14:72)

(h) Contractors; misapplication of

(i) Malfeasance in office (R.S 14:1324)

LA R.S. 38:2212.10 VERIFICATION OF EMPLOYEES

A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

LA R.S. 23:1726(B) CERTIFICATION REGARDING UNPAID WORKERS COMPENSATION INSURANCE

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding/proposing entity.

Signature X:_____

Name: _____

Title: _____

Company Name:_____

WITNESSES:

_____

_____

Sworn to and subscribed before me this _____ day of _____ 20___.

I will work to get this Piping Rock out asap.

CERTIFICATION REGARDING LOBBYING

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

INSURANCE REQUIREMENTS

CONTRACTORS

ARTICLE 5 - Bonds and Insurance

5.0 TERREBONNE PARISH CONSOLIDATED GOVERNMENT, DEFINED.

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

5.1 PERFORMANCE AND OTHER BONDS

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

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

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

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

reflected by the most recent financial statements filed by the company with the Department of Insurance.

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

5. 1.3 If, at any time during the Contract Period, the CONTRACTOR fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the OWNER, the OWNER reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

5.2 INDEMNIFICATION AGREEMENT

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

5.3 POLICIES AND CERTIFICATES

5.3.1 All policies of the Contractor/Subcontractor shall provide the following:

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

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

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

5.3.2 The following other required terms and conditions apply:

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

5.3.2.2 Any and all deductibles and/or self-insured retentions in the below described insurance policies shall be assumed, be for the account of, and shall be borne solely by the Contractor/Subcontractor and at his sole expense without any right of reimbursement from the OWNER.

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

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

5.3.2.5 If any of the insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of OWNER, OWNER may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor. However, under no circumstances shall OWNER be

responsible for the payment or provision of fees to any Broker, Wholesaler, Agent or Producer involved in the placement or renewal of the policy(ies) in question.

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

5.3.2.7 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 for the Contractor.

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

5.3.2.9 If OWNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the work on the basis of non-conformance with the Contract Documents, OWNER shall notify the Contractor in writing within fifteen (15) days after receipt of the certificates. The Contractor shall provide a written response to OWNER with objections within ten (10) days from the date of the letter request.

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

5.4 INSURANCE

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof to the OWNER of the following insurance coverages required by the contract. Insurance is to be placed with insurance companies authorized to do business and approved in the State of Louisiana

with an A.M. Best's rating of no less than A- VI. This rating requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation. Policies are to be on an Occurrence basis, Claims Made policies are not acceptable.

5.4.1 All notices will name the Contractor/Subcontractor and identify the contract number. Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A 201, 2017 Edition) is to be provided by the Contractor with the following minimum limits:

5.4.1.1 **Workers' Compensation and Employers Liability Insurance** – The Contractor shall purchase in its name, and maintain during the life of this contract, Worker's Compensation Insurance for all his employees in any way engaged in this project. If any Subcontractor does not carry Workers' Compensation Insurance, such coverage must be included under the Contractor's policy. The policy shall provide coverage at least equal to the requirements of the State of Louisiana and shall include Employer's Liability Coverage.

a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
b. Employer's Liability with Minimum limits of $1,000,000/$1,000,000/ $1,000,000;
c. Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
d. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material changes to Terrebonne Parish Consolidated Government by specific endorsement to the applicable policy.

5.4.1.2 **USL&H Insurance** - If the project or any work involves wharves, piers, docks, decking, floodwalls, levees, battures, other structures or construction near, over, contiguous to or alongside any body of water the policy shall also include and. The policy shall provide:

a. USL&H coverage with minimum limits of $1,000,000;
b. Maritime Employers' Liability insurance with minimum limits of $1,000,000:
c. Waiver of Subrogation to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
d. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material changes to Terrebonne Parish Consolidated Government by specific endorsement to the applicable policy.

5.4.1.3 **Commercial General Liability Insurance**

a. Commercial General Liability Form CG 00 01 or pre-approved equivalent:

b. Minimal acceptable limits: $1,000,000 per occurrence; $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate;
c. Amendment-Aggregate limits of insurance (per project), the most recent edition of ISO form CG 25 03 (Ed. 05-09) in use in Louisiana or pre-approved equivalent;
d. If any crane operations are involved, the policy shall provide riggers liability (lift risk) coverage with minimum limits of $1,000,000;
e. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers on CG 20 10 (Ed. 07 04) or approved equivalent;
f. Waiver of Transfer of Rights of Recovery Against Others to Us to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
g. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material changes to Terrebonne Parish Consolidated Government by specific endorsement to the applicable policy.

This insurance shall include products/completed operations, contractual liability, personal injury, and without written prior approval of the OWNER, the Commercial General Liability coverages shall not exclude any standardized coverage included in the basic form or limit any coverages for this project in any way that would prohibit or limit the reporting of any claim, suit and the subsequent defense and indemnity that would normally be provided by the policy.

Note: On the certificate of insurance, evidence of a Per Project Aggregate is required.

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

5.4.1.4 **Business Automobile Liability Insurance** The Contractor shall purchase in its name, and maintain during the life of this contract, Commercial Automobile Liability Insurance to protect the Owner, Contractor and Subcontractors performing work under this contract from claims arising from any operations or work in connection with this contract. The Commercial Automobile Liability Insurance coverage is to be on an occurrence basis, with minimum limits and endorsements as follows:

a. Minimal acceptable limit: $1,000,000 Combined Single Limit;
b. Liability coverage to be provided for Any Auto **OR** for All Owned Autos and Hired and Non-owned Autos. If Contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
c. If transporting any pollutants, the policy is to include the Broad Form Transportation Pollution Form CA 99 48, or the most current form available.
d. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers on CA 20 26 (edition 07 04) or approved equivalent;
e. Waiver of Transfer of Rights of Recovery Against Others to Us to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
f. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material changes to Terrebonne Parish Consolidated Government by specific endorsement to the applicable policy.

5.4.1.5 Umbrella / Excess Liability Coverage. The Contractor shall purchase in its name, and maintain during the life of this contract, a policy of Umbrella / Excess Liability Coverage in excess of the General Liability, Automobile Liability, Employer's Liability, and, if applicable, Maritime Liability coverages, above, following form thereof including the required Additional Insured and Waiver of Subrogation endorsements. An Umbrella Policy may be used to meet minimum requirements.

a. If contract is $1,000,000 or under, Excess Liability is not required;
b. If contract is over $1,000,000 up to $3,000,000, minimal acceptable limit is $1,000,000;
c. If contract is over $3,000,000 up to $6,000,000, minimal acceptable limit is $2,000,000;
d. If contract is over $6,000,000 up to $10,000,000, minimal acceptable limit is $3,000,000; and
e. If contract is over $10,000,000, minimal acceptable limit is $5,000,000

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

5.5 INFORMATION TO BIDDERS

5.5.1 Additional insurance may be required by Owner on an individual basis, based on specific needs, for extra hazardous contracts and specific service agreements. If any of the

following additional insurance is required for this specific contract, that requirement will be described in the "Special Conditions" section of the contract specifications.

5.5.1.2 **Owner and Contractor Protective Liability Insurance, if applicable:**

If the construction project requires an Owner Contractor Protective Liability policy, as described in the "Special Conditions," this section applies:

The Owner Contractor Protective Liability policy shall be furnished by the Contractor and shall name OWNER, Terrebonne Parish Consolidated Government and the Architect or ENGINEER as Named Insured. Minimal acceptable limits: $1,000,000 per occurrence; $2,000,000 general aggregate, $2,000,000 products/completed operations aggregate.

5.5.1.3 **Contractors Pollution Insurance, if applicable:**

If the Work involves pollutants of any kind, in any manner, including cleanup, this section applies. The Contractor shall purchase in its name, and maintain during the life of this contract, a pollution liability policy covering losses caused by pollution conditions that arise from the operations of the Contractor. The policy shall provide the following limits and endorsements:

a. Minimum acceptable limits: $1,000,000 each incident; $2,000,000 aggregate;
b. Broad Form Named Insured endorsement;
c. Fines, penalties and punitive damages to be included;
d. Clean up costs to be included;
e. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract;
f. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Contract is completed or terminated;
g. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
h. Waiver of Transfer of Rights of Recovery Against Others to Us to include written contracts in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
i. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material changes to Terrebonne Parish Consolidated Government by specific endorsement to the applicable policy.

5.5.1.4 **Builders Risk Insurance, if applicable:**

If the construction project involves a structure of any kind, and is described in the "Special Conditions," this section applies:

If Applicable, Contractor shall provide an "All-Risk" Builder's Risk Insurance Policy covering all perils typically found and which shall include coverage for wind damage and flood.

The Contractor shall purchase and maintain Builder's Risk insurance upon the entire Work, which is the subject of the Contract, at the site, to the full insurable value thereof. The Contractor shall purchase the policy with the Owner as the Named Insured and maintain an "all risk" builder's risk insurance on the entire Work. If the Contractor has a blanket Builder's Risk policy, it shall be endorsed to include the Work, with the Owner listed as a Named Insured with regard to the Work. These policies must at a minimum cover for such amount of the Work as is determined by Terrebonne Parish Consolidated Government or its Engineer and/or Architect. This insurance shall include, as Named Insureds, the Contractor, any Subcontractors, any Sub-Subcontractors, and/or any vendors deemed appropriate by the Contractor.

The policy shall insure against the perils of fire, flood, and extended coverage and shall include "all risk" insurance for physical damage, including, without duplication of coverage:

- theft,
- testing as appropriate for the type of project,
- debris removal,
- damage to any Work-related property stored in the open, resulting from a non-excluded peril, and
- vandalism.

If not covered under the "all risk" insurance or otherwise provided in the Contract, the Contractor shall affect and maintain similar insurance on portions of the Work stored off the site when such portions of the Work are to be included in any applications for payment and such procedures have been approved by the Owner.

The Builder's Risk insurance shall be written and provided such that any portions of a building or site vacated by the Owner to accommodate the Work are protected and covered by the terms of the insurance. The insurance shall not be cancelled or permitted to lapse because of such vacancy.

Coverage is to provide for use and/or occupancy, without qualification, of any and all portions of the Work, or the premises where the Work is being conducted, whether the Work has been accepted by the Owner or not. The policy shall remain

in full force and effect until all work has been accepted by the Owner and no repairs, remediation or operations of any type are required from the Contractor, as determined by the Owner.

Coverage for Builder's Risk Soft Costs is to be included.

5.6 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

5.6.1 COVERAGE:

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

5.6.1.2 Insurance Services Office form number CA 00 01 covering Automobile Liability. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

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

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

5.6.3 OTHER INSURANCE PROVISIONS: The policies are to provide, or be endorsed to provide, the following provisions:

5.6.3.1 General Liability and Automobile Liability Coverages:

a. OWNER is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor: products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to OWNER.

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

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

5.7 PARTIAL UTILIZATION - PROPERTY INSURANCE

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraphs under 14.1.; provided that no such use or occupancy shall commence before the OWNER'S insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the OWNER'S property insurance shall consent by endorsement on the policy or policies, but the OWNER'S property insurance shall not be canceled or allowed to lapse on account of any such partial use of occupancy.

5.8 PRIMARY COVERAGE

OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.4.1.3, and 5.5.1.4 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by ENGINEER, engineer's consultant or subcontractor, CONTRACTOR will obtain the same.