



## ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

### NOTICE OF REQUEST FOR PROPOSALS

#### ST. TAMMANY PARISH

St. Tammany Parish Government is seeking responses for the following project:

#### **RFP# 24-8-3 – Parishwide Generator Maintenance Services**

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

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

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

**Each generator under this maintenance contract is listed in the RFP Package. If you wish to view a specific generator/location, please reach out to the department to schedule an appointment.**

**Department of Utilities – Sidney Rodrigue 985-893-1717**

**Department of Public Work – Beverly Mathies 985-898-2557**

**Department of Facilities – Jim Ford or Jim DeWitt 985-898-2792**

Responses will be received by the Department of Procurement, **until 2:00pm CST Tuesday, May 7, 2024**. RFP responses will be opened publicly at the physical location as stated in Section 1.4 of the RFP documents and only respondents who have submitted an RFP response shall be identified aloud. Prices shall not be read. Each response will be evaluated by designated Parish personnel after the submission deadline and public opening has passed.

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

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

Procurement Department

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

# **REQUEST FOR PROPOSAL**

## **ST. TAMMANY PARISH GOVERNMENT**

### **PARISHWIDE GENERATOR MAINTENANCE SERVICES**



**RFP Number: 24-8-3**

**Proposal Opening Date: May 7, 2024**

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

**March 22, 2024**

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Attachment "F-1" – Sample Scoring Matrix

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**REQUEST FOR PROPOSAL  
FOR  
PARISHWIDE GENERATOR MAINTENANCE SERVICES**

**PART I: OVERVIEW**

**1.1 Background/Purpose**

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified Proposers who are interested in providing a Generator Preventative Maintenance including all labor, materials and equipment necessary for various maintenance locations in St. Tammany Parish. Submittal of a proposal does not create any right or expectation to a contract with the Parish.

**1.2 Definitions**

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – A Proposer who contracts with the Parish.
- F. Parish - St. Tammany Parish Government.
- G. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- H. RFP – Request for Proposal.
- I. Proposer – Person or entity responding to this RFP.
- J. Agreement – A contract between the Contractor and the Parish.
- K. Evaluation Committee – Committee established for the purposes of evaluating proposals submitted in response to this RFP.

### 1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP Available	4/3/2024	2:00PM
2. Pre-Proposal Conference		N/A
3. Deadline to receive written inquiries	4/26/2024	2:00PM
4. Deadline to answer written inquiries	5/2/2024	2:00PM
5. Proposal Opening Date (deadline for submitting proposals)	5/7/2024	2:00PM
6. Oral discussions with proposers, if applicable		<i>To be scheduled</i>
7. Notice of Intent to Award to be mailed		<i>To be scheduled</i>
8. Contract Initiation		<i>To be scheduled</i>

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

### 1.4 Proposal Submittal

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

Network:<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=1>

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

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

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

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

- X **Name and Address of Proposer**
- X **Proposal Name: Parishwide Generator Maintenance Services**
- X **RFP #: 24-8-3**
- X **Proposal Opening Date: Tuesday, May 7, 2024**

Proposals may only be sent via certified mail, hand-delivery or courier service to our physical location at:

St. Tammany Parish Government Procurement Department  
21454 Koop Drive, Suite 2F  
Mandeville, Louisiana 70471

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Parish is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

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

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

If the Proposer **has not** done business with the Parish, the Proposer should submit a **W-9** with their response.

### **1.5 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the Parish.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the Parish's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to the Parish before contract award.**

2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification or other supportive documents must be submitted to the Parish before contract award.**

The cover letter should also:

1. Identify the submitting Proposer and provide its federal tax identification number;
2. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer; and
3. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, related services provided to government entities, existing customer satisfaction, volume of merchants, etc. Proposer should specifically provide a description of all relevant consulting assignments similar to the Project requested herein which have been completed by the Proposer within the last three (3) years (“Recent Projects”).

The description of any such Recent Projects should include the following:

1. Name of the client;
2. Year of the assignment and length of time to complete the project;
3. Nature of the services rendered; and
4. Professionals assigned to the project who are also proposed to serve on this assignment.

- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements as described in Attachment A, B, & C .
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** **Proposer’s fees and other costs, if any, shall be submitted on Attachment “A”.** Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish.



- H. **References:** Proposer should provide names, addresses, telephone numbers and contact persons for five (5) other public jurisdictions for which comparable services have recently been rendered, including a description of the services provided.
- I. **Customer Service:** Each Proposer should submit a provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- J. **Resumes:** Each Proposer should submit resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this Project, including those of subcontractors, if any.
- K. **Additional Information:** Each Proposer should submit any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.
- L. **Acknowledgment and Waiver:** Proposer shall execute and have notarized an Acknowledgment and Waiver (Attachment "C" hereto).
- M. **Multiple Copies of Response:** Each Proposer shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided and **one (1) electronic copy via USB or CD.**

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

### **2.1 Scope of Work/Services**

Provider will provide generator maintenance services for various facilities located in within St. Tammany Parish. The successful proposer shall provide all labor, materials and equipment necessary to perform the work required. The Provider will perform work as deemed necessary for each location as indicated on Appendix A, B & C

St. Tammany Parish reserves the right to add, remove, or otherwise modify the above, as determined necessary by the Parish and as allowed by law.

### **2.2 Period of Agreement**

The term of the contract will be from the date of the notice to proceed issued by the managing department through December 31, 2024, with the option of two (2) additional one (1) one year renewals, if the Parish and the Provider agree. A notice of intent to renew would be issued in writing by the Parish.

The term of any contract resulting from this solicitation shall begin on the date of the Parish President's signature or approval in writing by the Parish President or designee. The contract shall terminate pursuant to the terms and conditions of section 5.31 herein, the terms and

conditions of the contract, operation of law, as agreed between the parties, or upon satisfactory completion of all services and obligations described in the contract.

### 2.3 Price Schedule

Prices proposed by the Proposers shall be firm for the term of the contract.

### 2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

### 2.5 Location

See Appendix A, B & C for list of locations

## **PART III: EVALUATION**

The Proposer must clearly designate that they meet each category of the scoring criteria stated below. The Proposer must briefly describe how their company satisfies the requirement and where in their response supports that requirement. Failure to comply with this requirement may negatively affect the overall score. Please refer to Attachment F.

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

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Compliance with the RFP	15
Understanding of the Project	10
Approach to the Project	15
Ability to perform within the stated timeframe	20
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the Project	20
Overall costs and fees to be charged	10
Certified Veterans Initiative small entrepreneurship or certified Hudson Initiative small entrepreneurship	10
<b>Total</b>	<b>100</b>

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

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

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

*Omitted as not applicable to this RFP.*

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

*Omitted as not applicable to this RFP.*

## **PART V: GENERAL PROVISIONS**

### **5.1 Legibility/Clarity**

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

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

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

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

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following

legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

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

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

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

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

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

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

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

**Each generator under this maintenance contract is listed in the RFP Package. If you wish to view a specific generator/location, please reach out to the department to schedule an appointment.**

**Department Utilities – Sidney Rodrigue 985-893-1717**

**Public Work – Beverly Mathies 985-898-2557**

**Facilities – Jim Ford or Jim DeWitt 985-898-2792**

### 5.3.2 Proposer Inquiry Periods

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

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

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

St. Tammany Parish Government Procurement Department  
Attn: Director of Procurement  
21454 Koop Drive, Suite 2F  
Mandeville, Louisiana 70471

E-Mail: [procurement@stpgov.org](mailto:procurement@stpgov.org)

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

### 5.3.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative is prohibited from communicating with any Parish employee or 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 5.3.2 of this RFP. All communications to and from potential Proposers, Bidders, vendors and/or its representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting

of the solicitation. The Blackout Period will end when the Contract is awarded.

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

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

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

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

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

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

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

#### **5.5 Performance Bond**

*Omitted as not applicable to this RFP*

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

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

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

## **5.7 Withdrawal of Proposal**

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

## **5.8 Material in the RFP**

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

## **5.9 Waiver of Administrative Informalities**

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

## **5.10 Proposal Rejection**

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

## **5.11 Ownership of Proposal**

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

## **5.12 Cost of Offer Preparation**

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

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

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

### **5.14 Taxes**

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

### **5.15 Proposal Validity**

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

### **5.16 Prime Contractor Responsibilities**

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

### **5.17 Use of 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.

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

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.



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

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

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

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

### **5.19 Acceptance of Proposal Content**

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

### **5.20 Evaluation and Selection**

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

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

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

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

### **5.21 Contract Negotiations**

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

Procurement Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

## **5.22 Contract Award and Execution**

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

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

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

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

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

The Parish intends to award to a single Proposer.

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

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

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

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

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

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

## **5.25 Insurance Requirements**

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

## **5.26 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.

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

### **5.27.1 Duty to Defend**

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

### **5.27.2 Contractor Liability**

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

### **5.27.3 Force Majeure**

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

### **5.27.4 Indemnification**

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

### **5.27.5 Intellectual Property Indemnification**

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

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

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

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

## **5.28 Fidelity Bond Requirements**

*Omitted as not applicable to this RFP*

## **5.29 Payment**

### **5.29.1 Payment for Services**

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

## **5.30 Termination**

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

The Parish may terminate the contract for cause based upon the failure of the 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 Parish 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 Parish 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 Parish to comply with the terms and conditions of the contract, provided that the Contractor shall give the Parish written notice specifying the Parish's failure and a reasonable opportunity for the Parish to cure the defect.

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

The Parish may terminate the contract at any time by giving thirty (30) days written notice to the 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.

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

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish Council. If the Parish Council fails to appropriate

sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **5.30.4 Default of Contractor**

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

#### **5.31 Assignment**

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

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

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

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

#### **5.33 Audit of Records**

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

#### **5.34 Civil Rights Compliance**

The 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 and any 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.

### **5.35 Record Retention**

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

### **5.36 Record Ownership**

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

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

In the event of an inconsistency between the contract, the RFP and/or the 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.

### **5.38 Contract Changes**

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

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

### **5.39 Substitution of Personnel**

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

Substitution of Personnel: If, during the term of the contract, the 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 Parish 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.

#### **5.40 Governing Law**

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

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

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

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

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

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

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

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

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

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

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



# Attachment A

## Proposal Pricing Sheet

### RFP #24-8-3 Parishwide Generator Maintenance Services

Contractor agrees to abide by all St. Tammany Parish Government (Parish) General Conditions (furnished upon request), and acknowledges receipt of and has reviewed a copy of the Parish's Insurance Requirements (as attached) and agrees to maintain such insurance coverage(s) throughout the duration of the project, as well as for any subsequent warranty periods. If awarded the project, Contractor agrees that no work is to commence under any circumstance until the Contractor is provided a notice to proceed by the Parish.

Contractor must acknowledge all addenda. Enter the number the Parish has assigned to each of the addenda that the Contractor is acknowledging. The Contractor acknowledges receipt of the following:

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

**Department of Facilities**

LOCATION	GENERATOR	PRICE
Koop Campus Building A 21490 Koop Dr., Mandeville 70471	Caterpillar 400kw	\$
Koop Campus Building B 21454 Koop Drive., Mandeville, LA 70471	Caterpillar 800 kw	\$
Koop Campus Building C 21410 Koop Dr., Mandeville, LA 70471	Generac 300 kw	\$
EOC 510 E. Boston St., Covington, LA 70433	(2) Generac 400 kw	\$ each
Justice Center 701 N. Columbia St, Covington, LA 70433	Caterpillar 2000 kw	\$
Justice Center Parking Garage 601 North Jefferson St. Covington, LA 70433	Caterpillar 600 kw	\$
Tyler Street PW / Fleet 620 N. Tyler St., Covington, LA 70433	Onan 80 kw	\$
Tyler Street Administration 620 W. 26 <sup>th</sup> St., Covington, LA 70433	Caterpillar 600 kw	\$
Airport 25048, Hwy 36 Abita Springs, LA	Generac 100 kw	\$
Safe Haven Quad A 23251 S. Robin Rd., Mandeville, LA 70470	MTU 100 kw	\$
Safe Haven Quad B 23363 S. Robin Rd., Mandeville, LA 70470	Onan 80 kw	\$
Safe Haven Quad C 23636 Sparrow Rd., Mandeville, LA 70470	Onan 125 kw	\$
Safe Haven Quad D 23468 Sparrow Rd. Mandeville, LA 70470	MTU 150 kw	\$

## Attachment A

### Department of Facilities Continued

LOCATION	GENERATOR	PRICE
Safe Haven Kitchen 23297 S. Robin Rd., Mandeville, LA 70470	Onan 125 kw	\$
Safe Haven Equip Room 23592 Sparrow Rd., Mandeville, LA 70470	MTU 500 kw	\$
Fairgrounds 1304 N. Columbia St. Covington, LA 70433	45 kw Marelli	
Emergency Call out Service <b><i>**this service may or may not be utilized**</i></b>	Per hour	\$
<b>Total for Facilities</b>		\$

### Department of Public Works

BARN	ADDRESS	GENERATOR	PRICE
Airport Barn	34783 Grantham College, Slidell, LA 70461	Onan 35 kw	\$
Brewster Barn	644 Brewster Rd., Madisonville, LA 70447	Generac 25 kw	\$
Bush Barn	81408 Hwy 41, Bush, LA 70431	Generac 20 kw	\$
Covington Barn	1305 N. Florida St., Covington, LA 70433	Generac 25 kw	\$
Fritchie Barn	63119 Hwy 1090, Pearl River, LA 70452	Generac 25 kw	\$
Hwy 59 Barn	1699 North lane, Mandeville, LA 70471	Generac 25 kw	\$
Hickory Barn-a	67835 Hwy 41 Pearl River, LA 70452	Generac 60 kw	\$
Keller Barn	63131 Fish Hatchery Rd., Lacombe, LA 70445	Onan 125 kw	\$
Folsom Barn	84307 Hwy 437, Folsom, 70435	Generac 150 kw	\$
Emergency Call out Service <b><i>**this service may or may not be utilized**</i></b>	Per hour		\$
<b>Total for Public Works</b>			\$

## Attachment A

### Department of Utilities

LOCATION	GENERATOR	SIZE	PRICE
620 N. Tyler St. Covington LA	MQ Power	56kW	\$
620 N. Tyler St. Covington LA	Onan	125kW	\$
620 N. Tyler St. Covington LA	Onan	15kW	\$
620 N. Tyler St. Covington LA	Onan	125kW	\$
620 N. Tyler St. Covington LA	MQ Power	176kW	\$
River Oak Water Well; 1004 Swell Street Slidell LA	Cummins	350KW	\$
620 N. Tyler St. Covington LA	Onan	125kw	\$
Diversified Water Well, 105 Hwy 1085, Covington LA	Caterpillar	600kW	\$
Cross Gates WWTP; 350 N. Military Rd, Slidell LA	Onan	350kW	\$
62258 N. 13th St., Slidell LA	Gillette	80kW	\$
Bedico Creek Subdivision, Madisonville LA	GENERAC	100kW	\$
100 Christwood Blvd Covington LA	F.G. Wilson	95kW	\$
350 N. Military Rd, Slidell LA	Kohler	100kW	\$
Hwy 1077 North of McGee Rd,	Gillette	80kw	\$
236 Hwy 22 Mandeville LA	Gillette	80kw	\$
236 Hwy 22 Mandeville LA	Gillette	80kw	\$
21490 Koop Dr. Mandeville LA	GENERAC	100kW	\$
3157 Meadow Lake Dr. E, Slidell LA	Kohler	33kW	\$
63485 Blue Marlin Dr., Lacombe LA	Onan	200kW	\$
Soult St. North of Mandeville Middle School, Mandeville LA	GENERAC	100kw	\$
St. Joe Rd. & Buckley Ln., Slidell LA	GENERAC	35kw	\$
Hwy 434 Lacombe LA	AKSA	125kW	\$
200 Cross Gates Blvd Slidell	Taylor Power	80kW	\$
Emergency Call out Service <b>**this service may or may not be utilized**</b>	Per hour		\$
<b>Total for Utilities</b>			\$

## Attachment A

Contractor: \_\_\_\_\_

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

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

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

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

**Total quote amount for all 3 locations (Dollars): \$** \_\_\_\_\_

**Total quote amount for all 3 locations (Written):** \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

# **Appendix A**

## **Department of Facilities**

### **Contact Jim Ford or Jim DeWitt 985-898-2792**

#### **SCOPE OF SERVICES**

St. Tammany Parish Government requires preventative generator maintenance for various facilities in St. Tammany Parish. The Provider shall be prepared to perform each task as stated according to the general requirements below:

#### **Maintenance Record Keeping and Reporting:**

The Provider shall supply St. Tammany Parish Facilities Management with a Preventative Maintenance Schedule for the year. For each preventative maintenance visit, Provider shall supply St. Tammany Parish's Facilities Management with a preventative maintenance and inspection report that details the activities of each session, on a per site basis. Provider shall keep a Maintenance log of all activities of the Parish generators. At a minimum the following is required:

#### **Major Inspection (1 x a year) shall include the following:**

- Disable the unit from operating
- Check the engine coolant level, adjust as necessary
- Check the oil pressure gauge for proper operation
- Check the fuel delivery system for leaks and correct pressure, tighten as necessary
- Check and record radiator anti-freeze with hydrometer
- Check the engine block heater for proper operation
- Check the air inlets and outlets for debris, clean as necessary
- Check the battery posts, cables and charger for loose connections, corrosion and proper operation
- Check the battery electrolyte level and specific gravity if accessible
- Check the unit wiring for loose connections, corrosions and damages. Correct as necessary
- Check the engine alternator for correct voltage output, visually inspect the unit looking for leaks, damage, loose connections or components, correct as necessary
- Test the engine and transfer switch safety devices, correct and/ or adjust as necessary
- Initiate an automatic start and transfer of the unit to site load and exercise the unit. Look for any abnormal operating conditions and correct as necessary
- Check exerciser clock for proper operation
- Start and exercise the unit at full load. Look for any abnormal operating conditions and correct as necessary
- Check engine RPM's / Hertz
- Change the oil
- Replace the engine oil filter(s)
- Replace the engine fuel filter(s) and re-prime the fuel system
- Replace the engine air filter(s)
- Perform a 5-minute no-load operational run of the unit looking for any posts service problems
- Return the unit to stand-by setup

**Minor Inspection (1 x's a year) shall include the following:**

- Disable the unit from operating
- Check the engine oil levels, adjust as necessary
- Check the engine coolant level, adjust as necessary
- Check the oil pressure gauge for proper operation
- Check the engine block heater for proper operation
- Check the air inlets and outlets for debris, clean as necessary
- Check the battery posts, cables and charger for loose connections, corrosion and proper operation
- Check the battery electrolyte level and specific gravity if accessible
- Check the unit wiring for loose connections, corruptions and damages. Correct as necessary
- Check the engine alternator for correct voltage output
- Visually inspect the unit looking for leaks, damage, loose connections or components. Correct as necessary
- Test the engine and transfer switch safety devices, correct and/ or adjust as necessary
- Initiate an automatic start and transfer of the unit to site load and exercise the unit. Look for any abnormal operating conditions and correct as necessary.
- Start and exercise the unit at full load. Look for any abnormal operating conditions and correct as necessary

**Emergency Service:**

Provider is to provide the Parish with a written 24 x 7 emergency callout notification procedure.

Provider shall update the procedure on an as-needed basis.

Provider shall return calls for emergency service within 30 minutes 24 x 7.

Provider shall be able to respond for emergency call-out service within two (2) hours. Provider shall support the Parish in any disaster recovery efforts.

<b>Location</b>	<b>Type of Generator</b>
Koop Campus Building A 21490 Koop Dr., Mandeville 70471	Caterpillar 400kw
Koop Campus Building B 21454 Koop Drive., Mandeville, LA 70471	Caterpillar 800 kw
Koop Campus Building C 21410 Koop Dr., Mandeville, LA 70471	Generac 300 kw
EOC 510 E. Boston St., Covington, LA 70433	(2) Genrac 400 kw
Justice Center 701 N. Columbia St, Covington, LA 70433	Caterpillar 2000 kw
Justice Center Parking Garage 601 North Jefferson St. Covington, LA 70433	Caterpillar 600 kw
Tyler Street PW/Fleet 620 N. Tyler St., Covington, LA 70433	Onan 80 kw
Tyler Street Administration 620 W. 26 <sup>th</sup> St., Covington, LA 70433	Caterpillar 600 kw
Airport 25048, Hwy 36 Abita Springs, LA	Generac 100 kw
Safe Haven Quad A 23251 S. Robin Rd., Mandeville, LA 70470	MTU 100 kw
Safe Haven Quad B 23363 S. Robin Rd., Mandeville, LA 70470	Onan 80 kw
Safe Haven Quad C 23636 Sparrow Rd., Mandeville, LA 70470	Onan 125 kw
Safe Haven Quad D 23468 Sparrow Rd. Mandeville, LA 70470	MTU 150 kw
Safe Haven Kitchen 23297 S. Robin Rd., Mandeville, LA 70470	Onan 125 kw
Safe Haven Equip Room 23592 Sparrow Rd., Mandeville, LA 70470	MTU 500 kw
Fairgrounds 1304 N. Columbia St. Covington, LA 70433	45 Kw Marelli

**Appendix B**  
**Department of Public Works**  
**Contact Beverly Mathies 985-898-2557**

SCOPE OF SERVICES

St. Tammany Parish Government requires preventative generator maintenance for various facilities in St. Tammany Parish. The Provider shall be prepared to perform each task as stated according to the general requirements below:

Provider will provide generator maintenance services for various facilities in the Parish maintenance locations located within St. Tammany Parish. The successful proposer shall provide all labor, materials and equipment necessary to perform the work required. The Provider will perform one (1) minor and one (1) major inspection yearly. The Provider shall be prepared to perform each task as stated according to the general requirements below:

**Maintenance Record Keeping and Reporting:**

The Provider shall supply St. Tammany Parish Department of Public Works a preventative maintenance and inspection report that details the activities of each session, on a per site basis. Provider shall keep a Maintenance log of all activities of the Parish generators

**Emergency Service:**

Provider is to provide the Parish with a written 24 x 7 emergency callout notification procedure.

Provider shall update the procedure on an as-needed basis.

Provider shall return calls for emergency service within 30 minutes 24 x 7.

Provider shall be able to respond for emergency call-out service within two (2) hours. Provider shall support the Parish in any disaster recovery efforts.

**Major Inspection (1 x time per year) shall include the following:**

- Disable the unit from operating
- Check the engine oil levels, adjust as necessary
- Check the engine coolant level, adjust as necessary
- Check the oil pressure gauge for proper operation
- Check the gas delivery system for leaks and correct pressure, tighten as necessary
- Check and record radiator anti-freeze with hydrometer.
- Check the engine block heater for proper operation
- Check the air inlets and outlets for debris, clean as necessary
- Check the battery posts, cables and charger for loose connections, corrosion and proper operation
- Check the battery electrolyte level and specific gravity if accessible
- Check the unit wiring for loose connections, corrosions and damages. Correct as necessary
- Check the engine alternator for correct voltage output
- Visually inspect the unit looking for leaks, damage, loose connections components, correct engine and transfer switch safety devices, correct and/ or adjust as necessary as Test necessary the
- Initiate an automatic start and transfer of the unit to site load and exercise the unit. Look for any abnormal operating conditions and correct as necessary.



- Check exerciser clock for proper operation
- Start and exercise the unit at full load. Look for any abnormal operating conditions and correct as necessary
- Change the oil
- Replace the engine filters
- Replace the engine fuel filter(s) and re-prime the fuel system
- Replace the engine air filter(s)
- Perform a 5-minute no-load operational run of the unit looking for any post service problems
- Return the unit to stand-by setup
- Check engine RPM's / Hertz

**Minor Inspection (1 times per year) shall include the following:**

- Disable the unit from operating
- Check the engine oil levels, adjust as necessary
- Check the engine coolant level, adjust as necessary
- Check the oil pressure gauge for proper operation
- Check the engine block heater for proper operation
- Check the air inlets and outlets for debris, clean as necessary
- Check the battery posts, cables and charger for loose connections, corrosion and proper operation,
- Check the battery electrolyte level and specific gravity if accessible
- Check the unit wiring for loose connections, corrosions and damages. Correct as necessary
- Check the engine alternator for correct voltage output
- Visually inspect the unit looking for leaks, damage, loose connections or components, Correct as necessary
- Test the engine and transfer switch safety devices, correct and / or adjust as necessary
- Initiate an automatic start and transfer of the unit to site load and exercise the unit. Look for any abnormal operating conditions and correct as necessary
- Start and exercise the unit at full load. Look for any abnormal operating conditions and correct as necessary
- Perform a 5-minute no-load operational run of the unit looking for any post service problems
- Return the unit to stand-by setup
- Check engine RPM's / Hertz

<b>Barn Location</b>	<b>Address</b>	<b>Type of Generator</b>
Airport Barn	34783 Grantham College, Slidell, LA 70461	Onan 35 kw
Brewster Barn	644 Brewster Rd., Madisonville, LA 70447	Generac 25 kw
Bush Barn	81408 Hwy 41, Bush, LA 70431	Generac 20 kw
Covington Barn	1305 N. Florida St., Covington, LA 70433	Generac 25 kw
Fritchie Barn	63119 Hwy 1090, Pearl River, LA 70452	Generac 25 kw
Hwy 59 Barn	1699 North lane, Mandeville, LA 70471	Generac 25 kw
Hickory Barn-a	67835 Hwy 41 Pearl River, LA 70452	Generac 60 kw
Keller Barn	63131 Fish Hatchery Rd., Lacombe, LA 70445	Onan 125 kw
Folsom Barn	84307 Hwy 437, Folsom, 70435	Generac 150 kw

**Appendix C**  
**Department of Utilities**  
**Contact Sidney Rodrigue 985-893-1717**

**Scope of Services**

The St. Tammany Parish Department of Utilities (DU) requires the Contractor to maintain the listed generator systems in a safe, reliable, and efficient operating condition. The contractor shall provide periodic scheduled preventive maintenance and emergency repair services for the generator sets by experienced and qualified technicians as described below and in Exhibit "A" attached. The contractor shall perform Quarterly and Annually inspection visits and maintenance checks for each generator during each calendar year. **It is imperative that the Annual Inspection to be performed and completed PRIOR to beginning of hurricane season (June 1<sup>st</sup>).**

- 1) The term of the contract shall be one-year (365 days) from the date of "Notice to Proceed" is issued by DU, with the option of two (2) additional one (1) year periods with the same terms and conditions of the initial term if the Parish and the Contractor Proposer agree. The DU will notify the contractor in writing of its exercise of this option for an additional term not less than thirty (30) days prior to the end of the current term. Please note that the current generator inventory listing will be then updated as units installed and/or removed from the system.
- 2) Prices proposed by the contractor shall be firm for the term of the contract.
- 3) For access to the sites and the generators please contact Mr. Sidney Rodrigue at (985) 893-1717
- 4) The contractor personnel performing the work of this contract at minimum must have professional diesel mechanic training, with minimum five (5) years of hands-on experience, and are certified diesel mechanic thru ASE. Proof of such certification might be required by the Parish at any time.
- 5) The contractor shall impose on his/her staff the applicable quality control requirements of this contract. Contractor shall be directly responsible that all workmanship shall meet the specific requirements of this contract. All workmanship shall be in accordance with the best craft and industry practice and the maintenance standards specified herein.
- 6) The contractor shall provide all necessary managerial, administrative supervision and direct labor personnel, as well as all transportation, equipment, tools, apparatus, and test instruments, supplies, and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with this work contract. The contractor shall provide periodic preventive maintenance inspections and emergency repair services for the generator sets. The periodic visits shall be scheduled for regularly timed intervals, preferably during the first week of each month. The contractor shall utilize the annual and quarterly preventive maintenance checklist provided as Exhibit "A" to this contract. The preventive maintenance checklists shall be fully completed and signed by the contractor during each visit and shall be submitted to the DU for review and approval.
- 7) The contractor's work and responsibility shall include, but shall not be limited to, all planning, visits, programming, contractor administration, and management necessary to assure that all operations of preventive maintenance and repair services are conducted in accordance with the contract requirements and all applicable laws, labor laws, regulations, safety requirements, and in accordance with best standard industry practices.
- 8) The DU shall be informed immediately:

- a) Whenever abnormalities arise that would preclude the equipment from being fully operational.
  - b) If the contractor identifies any defective components during the periodic inspection.
    - i) In addition, all deficiencies shall be noted and reported in writing to the DU upon completion of the inspection or service visit.
    - ii) Minor deficiencies defined as those costing total of \$5,000.00 or less may be performed as they are discovered and reported and invoiced to DU. It is the intent of these documents for unit(s) to be placed back in service as soon as possible if the repairs are “minor” in nature.
- 9) This contract covers only labor charges for preventive maintenance excluding spare parts and expendable items. All spare parts replaced by the contractor and any major repairs shall be billed separately. The contractor agrees to submit prior estimates for approval of the DU. Approval of these repairs is at the discretion of the DU.
- 10) The DU reserves the right to make repairs or perform preventive maintenance to this equipment without prior approval of the contractor. It is agreed by both parties that no preventive maintenance of the equipment under this contract will be made by technicians not belonging to the contractor and/or the government.
- 11) The contractor shall review the equipment located in the terms of this contract and provide the DU with a list of spare parts to be ordered within thirty (30) days of the effective date of this contract.
- 12) Disposal of used oil, fuel, battery and other toxic substances: The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law. After proper disposal the contractor must show proof of authorized disposal of these toxic/hazardous substances.
- 13) It shall be understood and agreed by both parties that no equipment under this contract shall be shut down by the contractor for either preventive maintenance or repair without prior DU approval.
- 14) Contractor shall comply with all industry safety standards and technician(s) shall be equipped with proper personal protective equipment (PPE) at all times.
- 15) Reporting Procedure and Documentation: Contractor shall furnish DU with electronic **AND** legible hard copies of each inspection for each unit, indicating at minimum, all tasks as specified in this section has been performed. Areas of concerns shall be clearly identified. Provide pictures to help identify issues as requested. The report shall be specific to each Generator Name as listed in Exhibit “A” (permanent and portable). DU reserves the rights to require additional information in order to ascertain certain conditions.
- 16) **Emergency Service: Contractor shall provide DU with a written 24/7/365 emergency callout notification procedure. Contractor shall update the procedure on an as-needed basis. Calls for emergency services (including Disaster Recovery) shall be responded within 30 minutes at ALL times, and be able to respond for emergency call-out service within two (2) hours of the notification, NO EXCEPTION.**
- 17) The detailed information of the current generators covered under this contract are shown in the table below:

St. Tammany Parish Government Department of Utilities								
	Generator Name	Portable (Y/N)	Generator Location	Size	Make	Fuel Source (D/G)	Model	SIN
1	"Baby Ghost" 99-308	Y	620 N. Tyter St. Covington, LA 70434	56kw	MQ Power	D	DCA- 70USI	8801222
2	"Candace" 99-169	Y	620 N. Tyter St. Covington, LA	125kw	Onan	D	125DGEA	H970645364
3	"Debra" 99-296	Y	620 N. Tyter St. Covington, LA	15kw	Onan	D	15DKAC	I980801423
4	"Dooky" 99-168	Y	620 N. Tyter St. Covington, LA	125kw	Onan	D	125DGEA	H970645363
5	"Ghost" 99-309	Y	620 N. Tyter St. Covington, LA	176kw	MQ Power	D	DCA-220SSIU	8010213
6	"The Hog" 99-282	Y	River Oak Water Well; 1004 Swell Street Slidell, LA	350kw	Cummins	D	S02FDR8040AA	JK-94124
7	"Little Dookie" 99-418	Y	620 N. Tyter St. Covington, LA 70434	125kw	Onan	D	125.ODYD-15R/20751H	J870933432
8	"Mr. Bill" 99-048	Y	Diversified Water Well, 105 Hwy 1085 Covington, LA	600kw	Caterpillar	D	SR4	1JU00724
9	"Mr. Blinky" 99-289	Y	CrossGates WWTP; 350 N. Military RD Slidell, LA	350kw	Onan	D	125.ODYD-15R/20751H	J870933432
10	Alton Well 99-425	N	62258 N. 13th Street Slidell, LA	80kw	Gillette	G	SP-8005N-3-N2	QA-10-300
11	Bedico Water Well 99-444	N	Bedico Creek Subdivision Madisonville, LA	100kw	Generac	G	SG100	3010992707
12	Christwood Water Well	N	100 Christwood Blvd, Covington, LA	95kw	F.G.Wilson	G	P100E	B2039L/001
13	Cross Gates WWTP 99-363	N	350 N. Military Rd, Slidell, LA	100kw	Kohler	G	100RZG	2055730
14	Goodbee Water Well 99-420	N	Hwy 1077 North of McGee Rd,	80kw	Gillette	G	SP-8005N-3-4N2	0G-13-300
15	Hwy 22 Water Well 99-413	N	236 Hwy 22 Mandeville, LA	80kw	Gillette	G	SP-8005N-3-4N2	NK-9-300
16	Koop Drive Water Well 99-443	N	21490 Koop Dr. Mandeville, LA 70471	100kw	Generac	G	SG100	3010992709
17	Meadow Lake Water Well 99-365	N	3157 Meadow Lake Dr. E. Slidell, LA	33kw	Kohler	D	30RZ201	160683
18	Northlake Behavioral WWTP	N	63485 Blue Martin Dr. Lacombe, LA	200kw	Onan	D	DGFC-4482830	F000120012
19	Soult St. Water Well	N	Soult St. North of Mandeville Middle School, Mandeville, LA	100kw	Generac	G	SG100	3012053042
20	St Joe Water Well 99-440	N	St. Joe Rd. & Buckley Ln. Slidell, LA	35kw	Generac	D	SG035	3009592739
21	Tammanend Water Well	N	Hwy 34 Lacombe, LA 70447	125kw	AKSA	D	APD-UL125	L302331
22	Willow Wood Water Well	N	200 Cross Gates Blvd Slidell, LA	80kw	Taylor Power	D	362PSL1604	MT-002792

## Maintenance Interval Schedule (Standby Generators)

### Notes:

- 18) The following is a basic generic list. Manufacturers recommendations shall be followed and supersede recommendations in this list. If available, the manufacturer's maintenance schedule can be taken directly from equipment operations and maintenance manual.
- 19) Generators experiencing periods of prime usage and those operating in severe environments may require more frequent maintenance.
- 20) Before each consecutive interval is performed, all maintenance from the previous intervals must be performed.
- 21) All reports to DU shall be in the form of one (1) electronic signed copy and two (2) hard copies, with all attachments.

### 22) Quarterly Schedule

- a) Conduct visual inspection around generator
  - i) Check for evidence of leaks, damage, lost or missing hardware.
  - ii) Inspect engine and generator wiring harness for wear and damages.
  - iii) Inspect supports and spring isolators for soundness and stability.
  - iv) Inspect unit for corrosion.
  - v) Hoses and Clamps - Inspect/Replace if needed.
  - vi) Belts - Inspect/Adjust/Replace if needed.
  - vii) Inspect all fuel, oil, and water piping for secure mounting.
  - viii) Inspect exhaust piping and muffler insulation.
- b) Batteries
  - i) Battery charger – Inspect operation and clean.
  - ii) Battery electrolyte level and specific gravity – Check and adjust. Add distilled water as needed.
  - iii) Perform battery load test.
  - iv) Clean battery terminals and lugs (apply grease on terminal connections).
- c) Fluids and Filters
  - i) Cooling System Coolant Level - Check and adjust.
  - ii) Coolant conditioner (DCA/SCA) – Check and adjust to specs.
  - iii) Jacket Water Heater - Check proper operation.
  - iv) Engine Oil Level - Check and add if needed.
  - v) Fuel/water separators – Drain water.
  - vi) Engine Air Cleaner Service Indicator – Check, clean filter if needed.
- d) Generator Housing
  - i) Fuel tanks – Inspect and treat fuel if needed, check fuel level, drain water and sediment.
  - ii) Automatic fuel system -Check operation and control panel.
  - iii) Air intake/exhaust – Ensure nothing obstructs airflow; louvers are free and operate

- properly.
  - iv) Exhaust condensate trap – drain condensate.
  - v) Control Panel
  - vi) Electrical Connections - Check tightness
  - vii) Clean and remove dust from panel.
- e) Automatic Transfer Switch
- i) Clean and remove dust.
  - ii) Inspect seals.
  - iii) Note date of last battery change. (Replace if two years or older).
  - iv) Tighten connections.
  - v) Check for hot spots.
- f) Run unit – No load
- i) Run the generator with no load for 15 minutes.
    - (1) Remote Start Panel-Inspect and test operation. Inspect and clean.
    - (2) Check the generator for unusual conditions, such as: excessive vibration and noise, leaks, excessive smoke.
    - (3) Verify all gauges and indicators are normal and functioning properly.
    - (4) Check all indication lights, replace any defective bulbs.
- g) Start unit and run under load for one (1) continuous hour
- i) **Note:** Unit shall run under facility load if permissible. If not, unit shall be run with a minimum 80% load with load bank. **DU Operations Personnel MUST be present for this portion of work.**
  - ii) Automatic Start/Stop – Inspect.
  - iii) Check ATS operations and calibrate TDES, TDNE, TDEN, and TDEC if necessary. Observe and record retransfer/cool down time.
  - iv) Generator Set Vibration – Inspect.
  - v) Read and record all gauges/meters.
  - vi) Record load readings – Voltage, amps, frequency, power factor.
  - vii) Check exhaust for excessive black or white smoke.
  - viii) Check turbocharger for vibrations or any abnormal noise during operation.
  - ix) Check generator bearing for noise and overheating.
  - x) Check exhaust manifold, muffler, and piping for leaks and secure mountings.
  - xi) Additional Inspection
  - xii) Ensure Generator/ATS is left in proper position for automatic start and transfer.
  - xiii) Clean generator and generator area. Wash radiator if necessary.
  - xiv) Annotate date, hours and maintenance in Generator log, fill out maintenance checklist and report deficiencies to DU.
  - xv) Perform any additional maintenance tasks as recommended in the manufacture’s operation and maintenance manuals.
  - xvi) Submit Service Inspection and Test Report to DU.

## 23) Annual Schedule

- a) Conduct quarterly PM service
- b) Engine Air Cleaner Elements – Replace.
- c) Engine Crankcase Breather – Clean.
- d) Engine Oil and Filter – Replace.
- e) Fuel Filters and Water Separators – Replace.
- f) Obtain fuel sample at day tank and storage tank for analysis. Contractor shall provide fuel polishing services at the site if fuel found to be not acceptable.
- g) Radiator – Clean (pressure wash).
- h) Intake louvers and ducts – Inspect/Clean (pressure wash).
- i) Fan Drive Bearing – Lubricate.
- j) Grease fittings – Lubricate.
- k) Magnetic Pickups - Clean/Inspect.
- l) Cooling System Coolant Sample - Obtain
- m) Cooling System Supplemental Coolant Additive (SCA) - Test/Add
- n) Coolant filter – Change if applicable
- o) Crankshaft Vibration Damper - Inspect
- p) Engine Protective Devices - Check
- q) Engine Valve Lash - Inspect/Adjust
- r) Turbocharger – Inspect/Check; Check end play and radial clearance on the turbine wheel and shaft.
- s) Clean and lubricate fuel pump linkages if applicable.
- t) Fan bearing – Inspect/Grease.
- u) Clean dust and vacuum all the controls, meters, switching mechanism components, interior buswork, Remote Start control panel, Annunciator and connecting lugs of the ATS.
- v) Inspect/Check buswork and supporting hardware for carbon tracking, cracks, corrosion, or any type of deterioration.
- w) Check all control wiring and power cables (especially wiring between or near hinged door) for sign of wear and deterioration.
- x) Check the cabinet interior for loose hardware – tighten connections.
- y) Check the grounding rod, clean the connections and measure the grounding resistance. The value of the grounding resistance must be reported to the DU.

\* \* \* END OF THE DOCUMENT \* \* \*



**CONTRACT FOR ESSENTIAL SERVICES**

**Contract No.: <txtMunisContractNum>**

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

**1. SCOPE OF SERVICES**

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

<txtScopeSummary>

**2. OPTION TO RENEW**

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

**3. NOTICE TO PROCEED**

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

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

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

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

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

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

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

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

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every

name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

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

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

#### **D. Indemnification**

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

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

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

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

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

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

## **6. TAXES**

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

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

## **7. PARISHSHIP**

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

## **8. PAYMENT OF INVOICES**

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

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

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

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

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

## **9. JURISDICTION**

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

## **10. NON-ASSIGNABILITY**

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

## **11. BUDGET LIMITATIONS**

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

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

## **12. SEVERABILITY**

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

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

### **A. Termination**

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

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

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

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

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

**B. Cancellation**

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



**C. Suspension**

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

**D. Default of Contractor**

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

**E.** In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

**F.** Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

#### **14. AUDITORS**

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

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

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

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

## **16. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

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

**WITNESSES:**

**PROVIDER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

Sample

**WITNESSES:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

**ST. TAMMANY PARISH GOVERNMENT:**

\_\_\_\_\_

**Michael B. Cooper**  
**Parish President**

\_\_\_\_\_  
Date

**APPROVED BY:**

\_\_\_\_\_  
**Assistant District Attorney**  
**Civil Division**

\_\_\_\_\_  
Date

Sample

**ATTACHMENT "C"**

**ACKNOWLEDGMENT AND WAIVER**

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

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

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

WITNESSES:

\_\_\_\_\_  
Proposer

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

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

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

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

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

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

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

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

## Attachment D



### INSURANCE REQUIREMENTS\*

Essential Services Project: Parishwide Generator Maintenance Services  
Project/Quote/Bid#: 24-8-3

#### **\*\*\*IMPORTANT – PLEASE READ\*\*\***

**Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.**

*These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.*

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
  2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
  3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
  4. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.



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

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

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

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

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

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

5. **Contractor's Professional Liability/Errors and Omissions\*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

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

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

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

6. **Marine Liability/Protection and Indemnity\*** insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability

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

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
- F. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.

- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

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

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

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

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

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

**AFFIDAVIT PURSUANT TO LA R.S. 38:2224 AND ETHICS PROVISIONS  
FOR PROFESSIONAL & ESSENTIAL SERVICE CONTRACTS**

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

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

**BEFORE ME**, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

\_\_\_\_\_

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of \_\_\_\_\_, who is seeking a Professional or Essential Service Contract with St. Tammany Parish Government.
2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.
  
4. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.
  
5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

\_\_\_\_\_

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

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

**Entity name:** \_\_\_\_\_

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,**  
**THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 202\_\_.**

\_\_\_\_\_

**Notary Public**

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

**Notary I.D./Bar No.:** \_\_\_\_\_

**My commission expires:** \_\_\_\_\_

**AFFIDAVIT PURSUANT TO LA R.S. 38:2212.10 CONFIRMING  
REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION  
SYSTEM**

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

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

**BEFORE ME**, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

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

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of \_\_\_\_\_, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.
2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
3. That affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

\_\_\_\_\_

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

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

**Name of Entity:** \_\_\_\_\_

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,**

**THIS** \_\_\_\_\_, **DAY OF** \_\_\_\_\_, **202**\_\_.

\_\_\_\_\_

**Notary Public**

**Attachment "F-1"**  
**Sample Scoring Matrix**  
**RFP # 24-8-3**  
**Parishwide Generator**  
**Maintenance Service**

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

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

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Compliance with the RFP	15pts		
Understanding of the Project	10pts		
Approach to the Project	15pts		
Ability to perform within the stated timeframe	20pts		
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the projects	20pts		
Overall costs and fees to be charged	10pts		
Certified Veterans Initiative small entrepreneurship or certified Hudson Initiative small entrepreneurship	10pts		

**Vendor Total**                      **100pts**

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

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

**Attachment F-2  
Vendor Scoring Matrix  
RFP # 24-8-3  
Parishwide Generator Maintenance Service**

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

The Respondent must clearly designate that they meet each category of the scoring criteria stated below. The Respondent must briefly describe how their company satisfies the requirement and where in their response supports that requirement. Failure to comply with this requirement may negatively affect the overall score.

<b>CRITERIA</b>	<b>Briefly describe how your proposal meets the requirement and where in your proposal supports your justification</b>
Compliance with the RFP	
Understanding of the Project	
Approach to the Project	
Ability to perform within the stated timeframe	
Qualifications of the Respondent, including, but not limited to, its experience and personnel assigned to the projects	
Overall costs and fees to be charged	
Certified Veterans Initiative small entrepreneurship or Certified Hudson Initiative small entrepreneurship Certified Veterans Initiative small entrepreneurship or Certified Hudson Initiative small entrepreneurship	



# Attachment G

## CORPORATE RESOLUTION

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

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

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

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

SECRETARY-TREASURER

\_\_\_\_\_

DATE

\_\_\_\_\_

## Certificate of Insurance Instructions

The below information is intended to guide Contractors on what information is needed to be listed on the Certificate of Insurance. All Insurance limit requirements can be found in Attachment D.

- **Certificate Holder** – STPG must be listed as the certificate holder, and it must include our address of: P.O. Box 628, Covington, LA 70434
  - Reason: the certificate holder is where cancellations of coverage, or updated certificates are mailed. If a vendor terminates a policy, we will be notified.
- **Additional Insured** – We must be named as an additional insured so that if there is a lawsuit against the vendor for a project, their coverage will cover STPG as well if we are named in the lawsuit.
  - We must be named in the Description of Operations box – reason: there could be other additional insureds, and we want to have no doubt that we are one of the additional insureds.
  - We must be named as additional insured on the following coverages: General liability, Auto Liability, Umbrella/Excess Liability, Environmental/Pollution Liability.
  - Professional Liability policies do not allow for an additional insured by most carriers.
- **Project Name & Contract #** - We need this listed in the Description of Operations, again so that if there is a lawsuit, we have proof that coverage was active for that project.
- **Waiver of Subrogation** – This can either be listed in the Description of Operations or checked off in the appropriate columns.

From the Insurance Requirement form:

*Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.*

- **Owners Protective Liability (OPL) or (OCP)** – Certificate of Insurance for OCP names St. Tammany Parish Government as the Insured and the Certificate Holder.
- Sample of Certificate of Insurance (COI) can be found on page 2.
- Please refer to this section in the package labeled “Insurance Requirements” for limits required for this project

Any questions regarding insurance requirements please contact the Risk Department at 985-898-5226 or email [riskman@stpgov.org](mailto:riskman@stpgov.org)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

Project Name:  
Contract #:

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

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

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

AUTHORIZED REPRESENTATIVE