



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# 24-2-3 – DPW Grass Cutting Services Ponds, Roadways, and Bridges

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

Network:<https://www.cfprd.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.

Responses will be received by the Department of Procurement, **until 2:00pm CST Thursday, February 29, 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

REQUEST FOR PROPOSAL

ST. TAMMANY PARISH GOVERNMENT

DPW Grass Cutting Services Ponds, Roadways, and Bridges



RFP Number: 24-2-3

Proposal Opening Date: Thursday, February 29, 2024

Proposal Opening Time: 2:00 PM

January 24, 2024

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Attachment “B” – Sample Contract

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Attachment “H” –Sample Certificate of Insurance

REQUEST FOR PROPOSAL FOR

DPW Grass Cutting Services Ponds, Roadways, and Bridges

PART I: OVERVIEW

1.1 Background/Purpose

The purpose of this Request for Proposal (RFP) is to obtain proposals from experienced Proposers who are interested in providing grass cutting services for the Department of Public Works (DPW) at specified locations throughout the 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	January 31, 2024	8:00 AM
2. Pre-Proposal Conference *5.3.1	February 15, 2024	2:00 PM
Non-mandatory, but attendance is strongly urged.		
3. Deadline to receive written inquiries	February 20, 2024	2:00 PM
4. Deadline to answer written inquiries	February 26, 2024	2:00 PM
5. Proposal Opening Date (deadline for submitting proposals)	February 29, 2024	2:00 PM
6. Oral discussions with proposers, if applicable		TBD
7. Notice of Intent to Award to be mailed		TBD
8. Contract Initiation		TBD

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=185>

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

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: DPW Grass Cutting Services Ponds, Roadways, and Bridges**
- X **RFP #: 24-2-3**
- X **Proposal Opening Date: Thursday, February 29, 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/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.
- 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.**

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Department of Public Works is soliciting a qualified Provider for the following scope of services that shall include the following tasks: turf mowing, string trimming, edging, blowing; tree pruning as needed, lawn shrub and tree fertilization (annually); ant control (as needed); and debris/litter removal before every grass cutting service.

The Proposer shall provide all labor, materials, supplies, and equipment necessary to perform the services as specified at all properties listed in Attachment- A Specifications herein.

The various tasks to be performed will occur between the 2nd week of March through the last week of November for a total number of cuts per location as listed in Attachment-A Specifications.

The Proposer must have the appropriate type(s) of operational equipment and labor to complete the work within the specified time frames. Provider must maintain all necessary safety precautions during cutting.

The Parish reserves the right to add and delete properties if needed and adjust the schedule upon mutual agreement with Contractor.

No work shall be performed until the contractor receives a written "Notice to Proceed" to begin work from DPW.

Inspection of the Sites

All site locations included in the RFP are easily accessible, at any time, for all Proposers.

Licensing

Proposers shall possess the following license:

- Louisiana State Contractors license with the classification of Specialty:
Landscape, Grading, and Beautification

In addition, the following licenses Contractor must possess and should submit with their proposal, where applicable:

- Ground Owner Operator Business License.
- Contractor must employ at least one (1) commercial pesticide applicator with a Category III Pesticide Certification – Ornamental & Turf Pest Control.
- Seed Dealer License, if contract requires grass seeding or hydro seeding.
- Landscape Horticulturist License, if contract requires fertilization, mulch maintenance, or replacing nursery stock.
- Landscape Irrigation License, if contract requires installing, repairing, or maintaining any part of a landscape irrigation system.
- Arborist License, if contract requires pruning or removing trees.

Proof of license(s) must be submitted prior to award of contract. Issues with the above requirements must be brought to the attention of the St. Tammany Parish Government prior to opening.

2.2 Period of Agreement

The term of the contract will be from the date the Notice to Proceed is issued by the Department of Public Works through December 31, 2024, with the option of two (2) additional one (1) year renewals, if the Parish and Contractor 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

The location(s) the work/delivery/service is to be performed, completed, and managed is/are at location(s) describe in Attachment A-Specifications.

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-2”**.

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

Evaluation Criteria	Possible Points
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
Total	100

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

A Public Works (PW) representative will meet with the Provider prior to the first scheduled grass-cutting date and will make the Provider aware of any concerns and performance as described in the Specifications. Any additional services requested beyond the Scope of Services outlined in the Contract will require a request in writing and approval from PW.

4.2 Performance Measurement/Evaluation

A PW representative will perform inspections of required services to ensure the Proposer is abiding by the grass cutting and maintenance specifications and proving quality work.

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

A NON-MANDATORY Pre-proposal Conference will be held at 2:00 p.m. CST, on February 15, 2024 at 21454 Koop Drive, Mandeville, LA 70471, Building B, 3rd floor Conference Room.

Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Parish will be stated in writing in response to written questions.

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

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

The successful Proposer shall be required to provide a performance (surety) bond in the amount of N/A dollars (\$ N/A) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the Parish. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list

or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

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

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

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, 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 under its policies or shall ensure 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 22nd 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"

Pricing Sheet

RFP# 24-2-3

DPW Grass Cutting Services Ponds, Roadways, and Bridges

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: _____

Map Location #	Location	ID	Unit Price	Quantity	Ext. Unit Price
ABITA SPRINGS					
Location 45	Hillcrest Blvd	R06O041		9	
Location 46	Lowe Davis Rd	R10C004		9	
Location 47	Allen Rd	R10D004		9	
COVINGTON					
Location 33	Bootlegger Rd	R01C018		9	
Location 34	Lake Ramsey Rd	R03D012		9	
Location 35	Three Rivers Rd	R03A001		9	

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Location 36	Helenbirg	R03L001		9	
Location 37	Smith Rd/Smith Rd Bridge	R03G011		9	
Location 38	Holiday Square Blvd	R03A032		9	
Location 39	Hosmer Mill Bridge	B03F022		9	
Location 40	Emerald Forest Blvd	R03L122		9	
Location 41	Ingram Estates Retention Pond #2	P03LW01083		3	
Location 42	Million Dollar Rd	R02O003		9	
Location 43	Section Rd	R02P003		9	
Location 44	Fairhaven Rd	R02U002		9	
<u>FOLSOM</u>					
Location 52	North Willie Rd	R02H011		9	
Location 53	Lee Settlement Rd	R02F007		9	
Location 54	Anthony Rd	R02F006		9	
Location 55	Hwy 1077	R02K038		9	
<u>MADISONVILLE</u>					
Location 31	Brewster Rd	R01K001		9	
Location 32	Perriloux Rd	R01I001		9	
<u>MANDEVILLE</u>					
Location 1	St. Tammany Trace Lonesome Rd	R11A001		9	

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Location 2	Cherry Creek Area	R04D155		9	
Location 3	Sharp Rd	R04D024		9	
Location 4	Dove Park Rd	R04D001		9	
Location 5	Orleans Ave	R04D002		9	
Location 6	Viola St	R04E070		9	
Location 7	Soult St	R04E036		9	
Location 8	Ozone Park Retention Pond	P04DW01009		3	
Location 9	Destin Street Retention Pond	P04DW01167		3	
PEARL RIVER					
Location 48	Hwy 41 Park and Ride-Cavenham	F806		9	
Location 49	Pine St Extension	R08A24		9	
Location 50	Sticker Rd	R08A034		9	
Location 51	Carey Rd	R08A036		9	
SLIDELL					
Location 10	Northshore Beach	R09J505		9	
Location 11	Airport Rd	R09C037		9	
Location 12	Belair Subdivision Ponds #1, #2, & #3	P09AW01019/P09AW02019/P09AW03019		3	

ATTACHMENT "A"

Location 13	Carroll Rd	R09G062		9	
Location 14	Voters Rd & Bridge	R08V002/B08V002		9	
Location 15	Brownswitch Rd	R08G001		9	
Location 16	Browns Village Rd	R09I001		9	
Location 17	Haas Rd	R08I002		9	
Location 18	Ashton Oaks Subdivision Retention Ponds (2)	P08IW01089/P08IW01091		3	
Location 19	Lenwood Pond	P08IW01132		3	
Location 20	Haas Pond	P08IW01002		3	
Location 21	Crossgates Pond (Mizer)	P08LW01069		3	
Location 22	Turtle Creek Phase 5 Pond	P08NW01078		3	
Location 23	Carr Dr Bridge	B09J001		3	
Location 24	Eden Isles Bridge East	B09J009		3	
Location 25	Eden Isles Bridge West	B09J109		3	
Location 26	Pearl Acres Rd	R08M022		9	

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Location 27	Donya Dr	R09D028		9	
Location 28	TJ Smith Expressway (Split)	R09I268/R09I168/R09I068/R08A057		9	
Location 29	Huntwyck Pumping Station	PS09D01027		3	
Location 30	Lowe Pond Pumping Station	P08AW02007		3	

Contractor: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Total quote amount (Dollars): \$ _____

Total quote amount (Written): _____

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____

Project Specifications

RFP # 24-2-3

MANDEVILLE

Location 1: St. Tammany Trace Lonesome Road (R11A001) Mandeville, LA

Greenleaves Blvd ending at the Trace Mandeville, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of Work:

- Section 1-Total Length 2,296 feet on Lonesome Road from the Trace to Greenleaves Blvd on the South side of the road. The work is to include string trimming and mowing from the asphalt of Lonesome Road to the fence line. The work will include the cutting of the shoulder, ditch, around all plants and trees between the road and the fence. Blowing of all landscape cutting debris on the sidewalk and along Lonesome Road is included.
- Section 2- Total Length 1,424 feet on Lonesome Road from Greenleaves Blvd to Morningside Drive on the North side of the road. The work is to include string trimming and mowing from the asphalt of Lonesome Road to the fence line. The work will include the cutting of the shoulder, ditch, around all plants and trees between the road and the fence. Blowing of all landscape cutting debris on the sidewalk and along Lonesome Road is included.
- Section 3- (R04D032); Total Length 11,117 feet on Lonesome Rd from Highway 59 to Hwy 190. Contractor will cut 12' on either side of the roadway.
Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
Herbicide all median expansion joints the length of the project

Location 2: Cherry Creek Area (Hwy 190 on East side of road from Lonesome Rd North to bridge) (R04D155); Mandeville, LA

Cuts: 9 cuts per year from last week in March until last week of November

Description of work:

- Herbicide application as needed from back of roadside curb to mowed area.
- Turf mowing; string trimming; edging; blowing; ant control (as needed); debris/litter removal prior to each grass cutting.

ATTACHMENT "A"

Location 3: Sharp Rd (R04D024); Mandeville, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 13,550 feet on Sharp Rd from Roundabout to Asbury. Contractor will cut 10' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 4: Dove Park Rd (R04D001); Mandeville, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 12,310 feet on Dove Park Rd from Hwy 59 to Orleans St. Contractor will cut 10' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 5: Orleans Ave (R04D002); Mandeville, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 1,850 feet on Orleans Ave from Dove Park Rd to Bodet Ln. Contractor will cut 10' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 6: Viola St (R04E070); Mandeville, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 5,970 feet on Viola St from Hwy 59 to Hwy 1088. Contractor will cut 11' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 7: Soult St (R04E036); Mandeville, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 10,924 feet on Soult St from Hwy 190 to Hwy 1088. Contractor will cut 12' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

ATTACHMENT "A"

Location 8: Ozone Park Retention Pond (P04DW01009) Mandeville, LA

Walnut St & Orleans Ave

Cuts: 3 cuts total (March, July and November)

Description of Work to Perform:

- 50' X 260' dry retention pond and 3' levee-Cut grass in retention pond and on levee. Will also need to weed eat around 30 shrubs in pond.
- 260' – lateral ditch – Cut grass in and along lateral ditch.
- 200' - area around fences-Cut grass and weed eat around two 100' fences

Location 9: Destin Street Retention Pond (P04DW01167) Mandeville, LA

Cuts: 3 cuts total (March, July and November)

Description of Work to Perform:

- Cut and weed eat area of 560'X540'
- Cutting all levees and slopes of ponds only- no bottoms
- Weed eat around 16x16 pumping station building
- Cut three 40x40 islands
- Weed eat around all surrounding shrubbery
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

ATTACHMENT "A"

SLIDELL

Location 10: Northshore Beach (R09J505) Slidell, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting. From fence line to wood line; string trim around all posts, signs and trash bins from shoulder of road to water's edge.
- Herbicide all median expansion joints the length of the project

Location 11: Airport Rd (R09C037) Slidell, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of Work:

- Site runs from sidewalk beginning just south of Head Start to the intersection of T. J Smith Expressway median. Cut either side of pedestrian path from the path to the ditch edge along the west side and from the path to the property line or fence line along the east side. Cut the median and either side of T. J. Smith Expressway from the roads edge to the ditch edge.
- Turf mowing; string trimming; edging; blowing; ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median curb expansion joints and sidewalk expansion joints as needed.

Location 12: Belair Subdivision Ponds (#1, #2 & #3) Slidell, LA

Cuts: 3 cuts total (March, July and November)

Description of Work to Perform:

- Pond #1 (P09AW01019) Pond 1,000' X 75'
- Pond #2 (P09AW02019) 380' X 75'
- Pond #3 (P09AW03019) 720' X 75'
- Turf mowing; string trimming; edging; blowing; ant control (as needed); debris/litter removal prior to each grass cutting.
- The 3 detention ponds require grass cutting and weed-eating around existing plants along fence. From Belair Blvd. to Clearpoint Dr. 1,665', and from Clearpoint Dr. 1,475' to the end of walking path. Starting 10' on the east and ending 10' on the west side of walking path. Around Pond #1 walking path on west side Starting 10' on the east and ending 10' on the west side of walking path.

ATTACHMENT "A"

Location 13: Carroll Rd (R09G062) Slidell, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 13,725 feet on Carroll Rd from Hwy 190 to Garden Dr. Contractor will cut on west side of the roadway from shoulder to back side of the sidewalks.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 14: Voters Rd & Bridge (R08V002)(B08V002) Slidell, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

Section 1-Voters Rd

- Total Length 4,000 feet on Voters Rd from Kingspoint Blvd to Allen Rd. Contractor will cut 25' from the roadside bottom of the levee bank.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Section 2-Voters Rd Bridge (B08V002)

- Turf mowing; string trimming; edging; blowing; ant control (as needed); debris/litter removal prior to each grass cutting before, after, and behind bridge railing. Herbicide on any grass and weeds on or near bridges.

Location 15: Brownsitch Rd (R08G001) Slidell, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 11,400 feet on Brownsitch Rd from Hwy 11 to Hwy 1090. Excluding the roundabout. Contractor will cut 35' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 16: Browns Village Rd (R09I001) Slidell, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 8,750 feet on Browns Village Rd from Hwy 11 to August Ave. Contractor will cut 30' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

ATTACHMENT "A"

Location 17: Haas Rd (R08I002) Slidell, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 5,800 feet on Haas Rd from Hwy 11 to Hwy 1091. Contractor will cut 20' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 18: Ashton Oaks Subdivision Retention Ponds (2) Slidell, LA

Cuts: 3 cuts total (March, July and November)

Description of Work to Perform:

- E. Redbud Pond (P08IW01089) 200' X 175'
- Mountain Ash Pond (P08IW01091) 450' X 125'
- Both dry retention ponds require grass cutting and weed-eating around existing plants and fence

Location 19: Lenwood Pond (P08IW01132) Slidell, LA

Intersection of Spiehler Road and Lenwood Drive

Cuts: 3 cuts total (March, July and November)

Description of Work to Perform:

- Area approximately 200' X 100' inside fence at pumps requires grass cutting and weed-eating around pumps, inlet ditch, pumps and fence.

Location 20: Haas Pond (P08IW01002) Slidell, LA

Haas Road, Slidell, LA

Cuts: 3 cuts total (March, July and November)

Description of Work to Perform:

- Area approximately 200' X 100' inside fence at pumps requires grass cutting and weed-eating around pumps, inlet ditch, pumps and fence.

Location 21: Crossgates Pond (Mizer) (P08LW01069) Slidell, LA

Crossgates Pond (Mizer), Slidell, LA

Cuts: 3 cuts total (March, July and November)

Description of Work to Perform:

- Area approximately 90' inside fence at pumps requires grass cutting and weed-eating around pumps, inlet ditch, pumps and fence.

ATTACHMENT "A"

Location 22: Turtle Creek Phase 5 Pond (perimeter only) (P08NW01078) Slidell, LA

Cross Creek Drive, Slidell, La

Cuts: 3 cuts total (March, July and November)

Description of Work to Perform:

- Project area includes cutting the east of Pond from Cross Creek Drive south 180 feet X 60 feet to the powerlines; cutting the south end along pond's edge to powerlines approximately 1500 feet X 60 feet from the east end towards Military Road stopping at the concrete bulkhead; cutting the north end from east to west 950 feet X 75 feet from the roads edge to the ponds edge; and cutting approximately 150 feet X 210 feet along the brick chain wall of the former house foundation.
- Weed eat around all site structures, trees, shrubs, signs, poles, road, utility boxes, fire hydrants, and all pipe out-falls.
- Remove all litter, limbs, and debris from site.

(Work will not be performed at the west side and northwest portion of the pond; where the property is to remain in a natural state.)

Location 23: Carr Dr Bridge (B09J001); Slidell, LA

Cuts: 3 cuts total (March, July and November)

Description of work:

- Turf mowing; string trimming; herbicide around north and south side of bridge

Location 24: Eden Isles Bridge East (B09J009); Slidell, LA

Cuts: 3 cuts total (March, July and November)

Description of work:

- Turf mowing; string trimming; herbicide around bridge for 3' area on both shoulders of the road for 50'; trim low hanging limbs and remove debris

Location 25: Eden Isles Bridge West (B09J109); Slidell, LA

Cuts: 3 cuts total (March, July and November)

Description of work:

- Turf mowing; string trimming; herbicide around existing guard rails of bridge for 3' area on both shoulders of the road; trim low hanging limbs and remove debris

Location 26: Pearl Acres Rd (R08M022) Slidell, LA

Pearl Acres Rd, Slidell

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of Work to Perform:

- Project area includes the east and west side of roadway starting at Address #58485 going south cut grass from the edge of curb back approximately 14 to 18 feet wide on both sides of the road to the lateral ditch. Total distance is 2200 feet.

Weed-eat around all telephone poles and pedestals, electrical poles and guide lines, all signs, fire hydrants, mail boxes, manholes, catch basins, fences, trees and flowers. Edge the curbs and the sidewalks.

ATTACHMENT "A"

Location 27: Donya Dr (R09D028); Slidell, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 8,200 feet on Donya Dr. Between Brownsvillage Rd to Jackson Rd. Also, contractor shall be responsible for cutting Donya Dr on North side of Brownsvillage for 75'.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 28:TJ Smith Expressway (R09I268/R09I168/R09I068/R08A057); Slidell & Pearl River

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 22,600 feet on TJ Smith Expressway from Hwy 11 to Airport Rd. Contractor will cut 30' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 29: Huntwyck Pumping Station (PS09D01027) Slidell, LA

Cuts: 3 cuts total (March, July and November)

Description of work:

- Contractor will cut 55 feet across from edge of sidewalk to ditch along Raleigh Dr property line and from Raleigh heading North on west side of fence String trim around fences and edge of concrete.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.

Location 30: Lowe Pond Pumping Station (P08AW02007) Slidell, LA

Cuts: 3 cuts total (March, July and November)

Description of work:

- Contractor will cut approximately 220' x 150' inside fenced area around fuel tank and pumping station.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.

ATTACHMENT "A"

MADISONVILLE

Location 31: Brewster Rd (Hwy1085-Hwy21) (R01K001/R01J012/R01I003); Madisonville,

LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Cut grass both sides of street to wood/tree line, trim bushes/hedges away from roadway and remove debris. Remove all debris from ditches
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.

Location 32: Perriloux Rd (Hwy 1085-Hwy 22) (R01I001); Madisonville, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Cut grass both sides of street (11,720') to wood/tree line, trim bushes/hedges away from roadway and remove debris. Remove all debris from ditches
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

ATTACHMENT "A"

COVINGTON

Location 33: Bootlegger Rd (Hwy1077-Hwy21) (R01C018); Covington, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Cut grass both sides of street to wood/tree line, trim bushes/hedges away from roadway and remove debris. Remove all debris from ditches
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 34: Lake Ramsey Rd (Hwy 25 to Entrance of Lake Ramsey Subdivision) (R03D012); Covington, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Cut grass both sides from street to wood line or tree line, trim bushes and hedges away from roadway and remove all debris. Cut and clean and remove all debris from ditches.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project.

Location 35: Three Rivers Rd (190-Holiday Blvd) (R03A001); Covington, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Cut grass both sides from street to wood line or tree line, trim bushes and hedges away from roadway and remove all debris. Cut and clean and remove all debris from ditches.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project.

Location 36: Helenbirg (Emerald Forest-190 Service Rd) (R03L001); Covington, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Cut grass both sides from street to wood line or tree line, trim bushes and hedges away from roadway and remove all debris. Cut and clean and remove all debris from ditches.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project.

ATTACHMENT "A"

Location 37: Smith Rd & Bridge (1081/Stafford Rd to 1082 Old Military Rd) (R03G011); Covington, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

Section 1- Smith Rd

- Cut grass both sides from street to wood line or tree line, trim bushes and hedges away from roadway and remove all debris. Cut and clean and remove all debris from ditches.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project.

Section 2- Smith Rd Bridge (R03G011)

- Turf mowing; string trimming; trim bushes and hedges away from roadway and remove debris; herbicide on any grass and weeds on or near bridges.

Location 38: Holiday Square Blvd (190-Holiday Blvd) (R03A032); Covington, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Cut grass both sides from street to wood line or tree line, trim bushes and hedges away from roadway and remove all debris. Cut and clean and remove all debris from ditches.
- Clean and cut grass and remove debris in retention pond and surrounding areas.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project.

Location 39: Hosmer Mill Bridge (B03F022); Covington, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Turf mowing; string trimming; trim bushes and hedges away from roadway and remove debris; herbicide on any grass and weeds on or near bridges.

Location 40: Emerald Forest Blvd (Hwy 190-11th St) (R03L122); Covington, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Cut grass both sides from street to wood line or tree line, trim bushes and hedges away from roadway and remove all debris. Cut and clean and remove all debris from ditches.
- Clean and cut grass and remove debris in retention pond and surrounding areas
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project.

ATTACHMENT "A"

Location 41: Ingram Estates Retention Pond # 2 (P03LW01083) Covington, LA

Lionel Court & Yvonne Court
Covington, LA

Cuts: 3 cuts total (March, July and November)

Description of Work to Perform:

- 54' X 150' dry retention pond-Cut grass in retention pond
- 75' X 236' area around fences-Cut grass and weed eat around fences at Lionel Ct. & Maria Ave

Location 42: Million Dollar Rd (R02O003); Covington, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 26,030 feet on Million Dollar Rd from Hwy 437 to Hwy 25. Contractor will cut 20' on either side of the roadway from Hwy 437 to Jessie Hyatt Rd and contractor will cut back to the wood line from Jessie Hyatt Rd to Hwy 25.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 43: Section Rd (R02P003); Covington, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 16,515 feet on Section Rd from Hwy 1129 to Hwy 40. Contractor will cut 20' on either side of the roadway from Hwy 1129 to North Galloway Rd and 10' on either side of the road from North Galloway to Hwy 40.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 44: Fairhaven Rd (R02U002); Covington, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 9,095 feet from Hwy 40 to Hwy 1129. Contractor will cut from Hwy 40 to Hwy 1129-10' on either side of the road or to backside of ditch.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

ATTACHMENT "A"

ABITA SPRINGS

Location 45: Hillcrest Blvd (R06O041); Abita Springs, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 6,000 feet on Hillcrest Blvd from Hwy 435 to dead end. Contractor will cut 10' on either side of the roadway and also cut the median
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 46: Lowe Davis Rd (R10C004); Abita Springs, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 12,660 feet on Lowe Davis Rd from Hwy 59 to Allen Rd. Contractor will cut 10' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 47: Allen Rd (R10D004); Abita Springs, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 11,750 feet on Allen Rd from Hwy 435 to Lowe Davis Rd. Contractor will cut 10' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

ATTACHMENT "A"

PEARL RIVER

Location 48: Hwy 41 Park & Ride-Cavenham (F806); Pearl River, LA

Cuts: 9 cuts per year from last week in March until the last week of November

Description of work:

- Turf mowing; string trimming; edging; blowing; ant control (as needed; lawn pre-emergent (Twice annually); Lawn post-emergent (as needed); debris/litter removal prior to each grass cutting.
- Entire area around parking lot shall be cut

Location 49: Pine St Extension (R08A24); Pearl River, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 4,500 feet on Pine St Extension from Hwy 41-to Sticker Rd. Contractor will cut 10' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 50: Sticker Rd (R08A034); Pearl River, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 1,350 feet on Sticker Rd from Pine St Ext.-to Carey Rd. Contractor will cut 10' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 51: Carey Rd (R08A036); Pearl River, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 4,400 feet on Cary Rd from Sticker Rd to Stallion Run-. Contractor shall cut 10' on either side of the roadway
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

FOLSOM

Location 52: North Willie Rd (R02H011); Folsom, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 9,610 feet on North Willie Rd from Hwy 40 to Hwy 1077. Contractor will cut 20' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 53: Lee Settlement Rd (R02F007); Folsom, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 18,460 feet on Lee Settlement Rd from North Hay Hollow Rd to Hwy 40. Contractor will cut 15' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 54: Anthony Rd (R02F006); Folsom, LA

Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 10,624 feet on Anthony Rd from Lee Settlement Rd to Hwy 40. Contractor will cut 15' on either side of the roadway.
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Location 55: Hwy 1077 (R02K038); Folsom LA

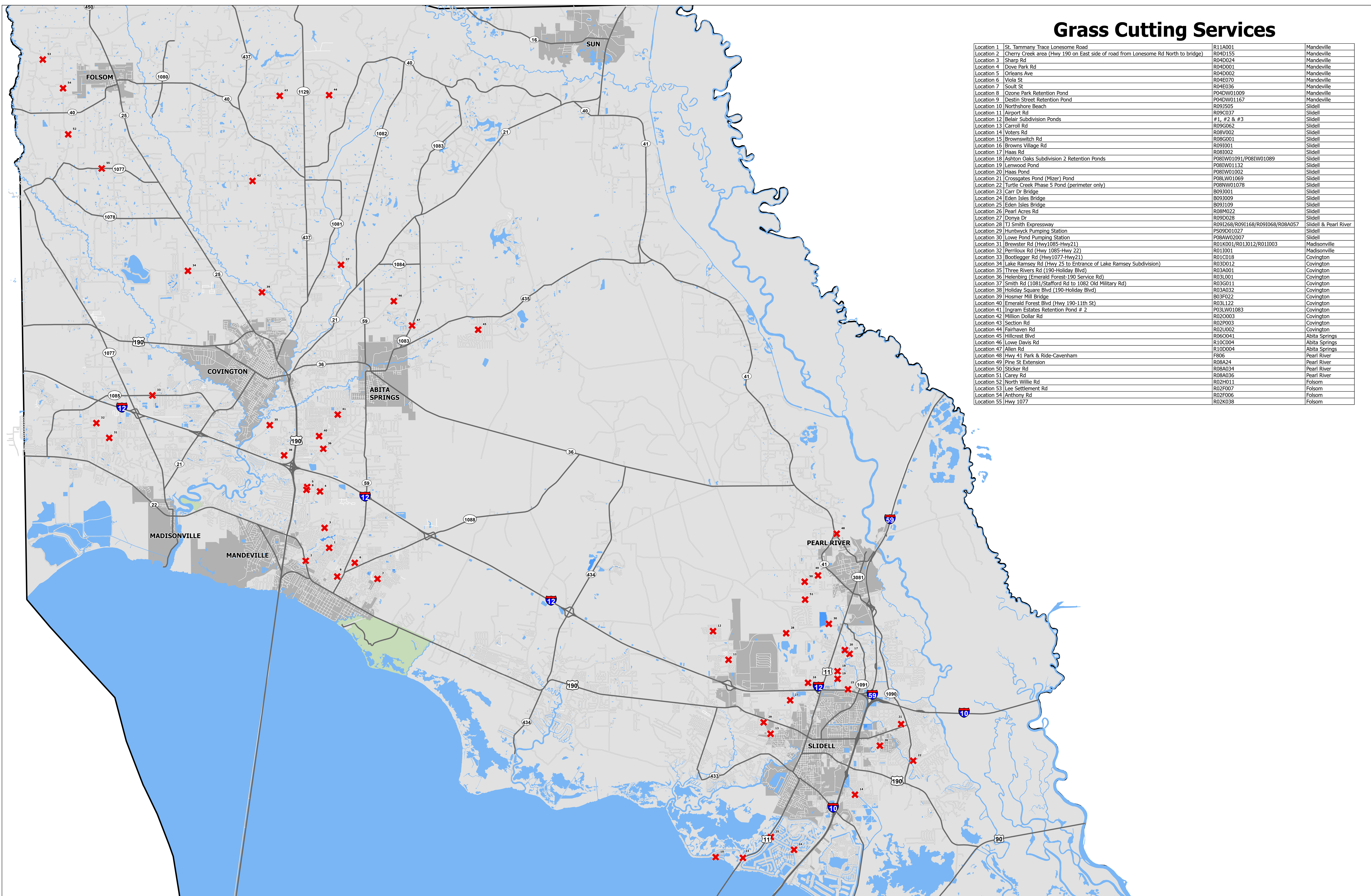
Cuts: 9 cuts per year from 2nd week in March until last week of November

Description of work:

- Total Length 18,860 feet. Contractor will cut on either side of the roadway from Hwy 25 to North Willie Rd from roadway to tree line
- Turf mowing; string trimming; edging; blowing; tree pruning as needed; lawn shrub and tree fertilization (annually); ant control (as needed); debris/litter removal prior to each grass cutting.
- Herbicide all median expansion joints the length of the project

Grass Cutting Services

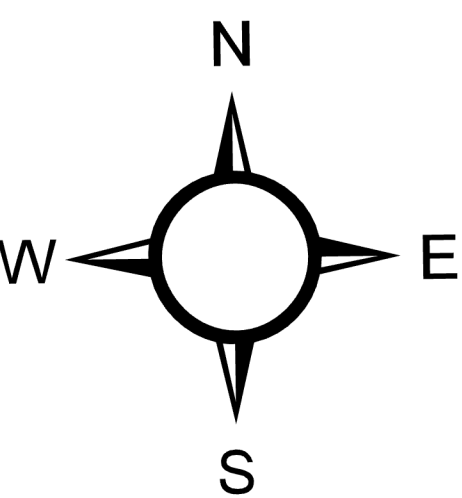
Location 1	St. Tammany Trace Lonesome Road	R11A001	Mandeville
Location 2	Cherry Creek area (Hwy 190 on East side of road from Lonesome Rd North to bridge)	R04D155	Mandeville
Location 3	Sharp Rd	R04D024	Mandeville
Location 4	Dove Park Rd	R04D001	Mandeville
Location 5	Orleans Ave	R04D002	Mandeville
Location 6	Viola St	R04E070	Mandeville
Location 7	Soult St	R04E036	Mandeville
Location 8	Ozone Park Retention Pond	P04DW01009	Mandeville
Location 9	Destin Street Retention Pond	P04DW01167	Mandeville
Location 10	Northshore Beach	R09J505	Slidell
Location 11	Airport Rd	R09C037	Slidell
Location 12	Belair Subdivision Ponds	#1, #2 & #3	Slidell
Location 13	Carroll Rd	R09G062	Slidell
Location 14	Volers Rd	R09V002	Slidell
Location 15	Browns witch Rd	R08G001	Slidell
Location 16	Browns Village Rd	R09I001	Slidell
Location 17	Haas Rd	R08I002	Slidell
Location 18	Ashton Oaks Subdivision 2 Retention Ponds	P08IW01091/P08IW01089	Slidell
Location 19	Lenwood Pond	P08IW01132	Slidell
Location 20	Haas Pond	P08IW01002	Slidell
Location 21	Crosswates Pond (Mizer) Pond	P08LW01069	Slidell
Location 22	Turtles Creek Phase 5 Pond (perimeter only)	P08NW01078	Slidell
Location 23	Carr Dr Bridge	B09J001	Slidell
Location 24	Eden Isles Bridge	B09J009	Slidell
Location 25	Eden Isles Bridge	B09J109	Slidell
Location 26	Pearl Acres Rd	R08M022	Slidell
Location 27	Donya Dr	R09D028	Slidell
Location 28	TJ Smith Expressway	R09I268/R09I168/R09I068/R08A057	Slidell & Pearl River
Location 29	Huntwyck Pumping Station	PS09D01027	Slidell
Location 30	Lowe Pond Pumping Station	R08AW02007	Slidell
Location 31	Brewster Rd (Hwy1085-Hwy21)	R01K001/R01J012/R01I003	Madisonville
Location 32	Perriloux Rd (Hwy 1085-Hwy 22)	R01I001	Madisonville
Location 33	Boottlegger Rd (Hwy 1077-Hwy 21)	R01C018	Covington
Location 34	Lake Ramsey Rd (Hwy 25 to Entrance of Lake Ramsey Subdivision)	R03D012	Covington
Location 35	Three Rivers Rd (190-Holiday Blvd)	R03A001	Covington
Location 36	Helenbirg (Emerald Forest-190 Service Rd)	R03L001	Covington
Location 37	Smith Rd (1081/Stafford Rd to 1082 Old Military Rd)	R03G011	Covington
Location 38	Holiday Square Blvd (190-Holiday Blvd)	R03A032	Covington
Location 39	Hosmer Mill Bridge	B03F022	Covington
Location 40	Emerald Forest Blvd (Hwy 190-11th St)	R03L122	Covington
Location 41	Ingram Estates Retention Pond # 2	P03LW01083	Covington
Location 42	Million Dollar Rd	R02C003	Covington
Location 43	Section Rd	R02P003	Covington
Location 44	Fairhaven Rd	R02U002	Covington
Location 45	Hillcrest Blvd	R06O041	Abita Springs
Location 46	Lowe Davis Rd	R10C004	Abita Springs
Location 47	Allen Rd	R10D004	Abita Springs
Location 48	Hwy 41 Park & Ride-Cavenham	F806	Pearl River
Location 49	Pine St Extension	R08A24	Pearl River
Location 50	Sticker Rd	R08A034	Pearl River
Location 51	Carey Rd	R08A036	Pearl River
Location 52	North Willie Rd	R02H011	Folsom
Location 53	Lee Settlement Rd	R02F007	Folsom
Location 54	Anthony Rd	R02F006	Folsom
Location 55	Hwy 1077	R02K038	Folsom



St. Tammany Parish Government
P.O. Box 628, Covington, LA. 70434

- ✕ 2024 Grass Cutting Locations
- Roads
- Rivers
- Municipal Boundaries
- State Parks
- Parish Boundary

0 1 2 4 Miles



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 22nd 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:

Signature

Print Name

Signature

Print Name

PROVIDER:

Signature

Print Name

Title

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: DPW Grass Cutting Services Ponds, Roadways, and Bridges _____

Project/Quote/Bid#: 24-2-3

*****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**

Attachment "E"

**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 # 24-2-3

DPW Grass Cutting Services Ponds, Roadways, and Bridges

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 # 24-2-3
DPW Grass Cutting Services Ponds, Roadways, and Bridges**

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.

CRITERIA	Briefly describe how your proposal meets the requirement and where in your proposal supports your justification
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	

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

Attachment "H"

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.



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
	GENERAL LIABILITY						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						\$
	AUTOMOBILE LIABILITY						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) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	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. 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