

REQUEST FOR PROPOSAL

FOR

PLAQUEMINES PARISH GOVERNMENT
**PRE-POSITION EMERGENCY CONTRACT FOR
PUBLIC INFORMATION OFFICER AND MEDIA
COORDINATION SERVICES**
PARISH PROJECT NO. 15-11-08

REQUEST FOR PROPOSAL

PLAQUEMINES PARISH OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS 8056 HWY 23, SUITE 308, BELLE CHASSE, LA, 70037

Pre-position Emergency Contract-Public Information Officer and Media Coordination Services Parish Project No. 15-11-08

By virtue of and in conformity with the provisions of Act 70 of the 1946 Regular Session of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, sealed proposals will be received by the Plaquemines Parish Government at the Plaquemines Parish Office of Homeland Security and Emergency Preparedness, 8056 Hwy 23, Suite 308, Belle Chasse, Louisiana, before 10:00 a.m., CDT, **Tuesday, the 5th day of May 2015**, at which time and date such proposals will be accepted for the Pre-position Emergency Contract-Public Information Officer and Media Coordination Services.

All in accordance with specifications on file at the Plaquemines Parish Office of Homeland Security and Emergency Preparedness, 8056 Hwy 23, Suite 308 Belle Chasse, Louisiana, which may be obtained by any bonafide Louisiana Licensed Contractor.

Proposers shall be licensed pursuant to appropriate laws, rules and regulations of the State of Louisiana and the Parish of Plaquemines, and shall submit evidence that they hold license of proper classifications in full force and effect at the time the specifications are obtained. License number shall be shown on the outside of the sealed proposal.

The Plaquemines Parish Government reserves the right to waive any informalities or to reject any and all proposals. If any further information is required, please call the Plaquemines Parish Office of Homeland Security and Emergency Preparedness, 504-274-2477.

**PLAQUEMINES PARISH GOVERNMENT
BY: AMOS CORMIER JR
PARISH PRESIDENT**

April 7, 14, 21

PLAQUEMINES PARISH, LOUISIANA
Request For Proposal (RFP) for

PRE-POSITION EMERGENCY CONTRACT FOR PUBLIC INFORMATION OFFICER
AND MEDIA COORDINATION SERVICES

Parish Project No. 15-11-08

DUE DATE/TIME: Tuesday, May 5th, 2015 by 10:00 A.M.

POINT OF RECEIPT:

Plaquemines Parish Office of Homeland Security and Emergency Preparedness,
8056 Hwy 23, Suite 308,
Belle Chasse, Louisiana

Parish Project No. 15-11-08

Requests for information regarding this RFP should be directed to the Office of Emergency Preparedness

INVITATION

Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until Tuesday, June 28th, 2011, at 10:00 A.M., Central Time Zone, for providing the services as described below for the Plaquemines Parish Office of Homeland Security and Emergency Preparedness.

DESCRIPTION

Plaquemines Parish is hereby requesting written proposals to provide being performed at the direction of the Plaquemines Parish Office of Homeland Security and Emergency Preparedness.

Plaquemines Parish will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by Plaquemines Parish may be included elsewhere in the solicitation.

EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS

Qualifications of Proposers

The Proposer may be required before the award of any contract to show to the complete satisfaction of Plaquemines Parish that it has the necessary assets, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy Plaquemines Parish in regard to the Proposer's qualifications. Plaquemines Parish may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to Plaquemines Parish all information for this purpose that may be requested. Plaquemines Parish reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy Plaquemines Parish that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.

Evaluation of the Proposer's qualifications shall include:

- A. The ability, capacity, skill, and other necessary resources to perform the work or provide the service required;
- B. The ability of the Proposer to perform the work or provide the service promptly or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
- D. The quality of performance of previous contracts or services.
- E. The ability to coordinate media and maintain media relations during storm or other emergency events.
- F. The ability to disseminate public information during storm and emergency events.
- G. Past experience working with local governments. (City, Parish, State)

A selection committee made up by qualified Plaquemines Parish staff shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

Step I: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

Step II: Proposals that satisfactorily complete Step I will be reviewed/analyzed to determine if the proposal adequately meets the needs of Plaquemines Parish. Factors to be considered are as follows:

- A. Price (**25 total points**)
- B. Understanding of the project and its objectives (**20 total points**)
- C. Familiarity with Plaquemines Parish, FEMA, and the PA program (**20 total points**)
- D. The degree of completeness of response to the specific requirements of the solicitation (**10 total points**)
- E. Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible (**10 total points**)
- F. The personnel, equipment, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting (**10 total points**)
- G. Direct experience in Louisiana is desirable (**5 total points**)

Step III: Plaquemines Parish's Director of Emergency Preparedness will contact the Proposer of the proposal that best meets Plaquemines Parish's needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties.

ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.

Inquiries, Proposals, and Attachments regarding this Request for Proposal must be submitted to:

Plaquemines Parish Office of Homeland Security and Emergency Preparedness
8056 Highway 23
Suite 308
Belle Chasse, Louisiana. 70037
504-274-2477

SPECIFICATIONS, TERMS AND CONDITIONS

General Statement

The Plaquemines Parish Office of Homeland Security and Emergency Preparedness requests proposals for the purpose of providing services and resources in support of emergency operations regardless of and in spite of the cause (natural, man-made, or technological). This contract will take effect upon Declaration of Emergency by the Plaquemines Parish President and the direct tasking by the Emergency Operations Center and will cease at the discretion of the Emergency Operations Center. These proposals must demonstrate the capacity to expand services to span Type I – Type 5 Incidents impacting Plaquemines Parish.

Scope of Work

The Proposer of this service shall provide any and/or all services in support of emergency operations. These services shall be provided at the location(s) identified by the Plaquemines Parish Emergency Operations Center.

WRITTEN PROPOSAL SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- A. Background of the company, to include name, location of principal place of business, the place of performance of the proposed contract, date of incorporation
- B. Age and size of business
- C. Proposer must present a plan or demonstrate the capacity to accomplish all tasks associated with the scope of work based upon magnitude and duration of the emergency.
- D. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.
- E. Unit rates

RENEWAL OF CONTRACTS

The contract may be renewed at the discretion of Plaquemines Parish Government upon written notice to the Contractor at least 30 days prior to the contract anniversary date for a period of two years with a mutually agreed upon escalation, but under the same terms and conditions as the original contract. The total number of renewal years permitted shall not exceed three two (2) year terms.

REJECTION OF PROPOSALS

Proposals that do not conform to the requirements set forth in this RFP may be rejected by Plaquemines Parish. Proposals may be rejected for reasons that include, but are not limited to, the following:

- A. The proposal contains unauthorized amendments to the requirements of the RFP
- B. The proposal is conditional
- C. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous
- D. The proposal is not received by the deadline
- E. The proposal is not signed by an authorized representative of the party
- F. The proposal contains false or misleading statements or references
- G. The proposal does not offer to provide all services required by the RFP

ACCEPTANCE OF PROPOSALS

Plaquemines Parish reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of Plaquemines Parish. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

DISPOSITION OF PROPOSALS

All submitted proposals become the property of Plaquemines Parish.

QUALIFICATION BASED NEGOTIATION

The evaluation method to be used is that of qualification based negotiation from which Plaquemines Parish is seeking the best combination of experience and quality of service. Discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, Plaquemines Parish also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices; therefore, all parties are advised to propose their most favorable terms initially.

RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate Plaquemines Parish to execute a contract with any other party. Plaquemines Parish reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with Plaquemines Parish.

EXCEPTIONS AND DEVIATIONS

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the Proposer's intent to comply fully with the requirements as written. Conditional or qualified Proposers, unless specifically allowed, shall be subject to rejection in whole or in part.

NONCONFORMING TERMS AND CONDITONS

A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive. Plaquemines Parish reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by Plaquemines Parish of non-responsiveness based on the submission of nonconforming terms and conditions.

PROPOSAL ACCEPTANCE PERIOD

The original and three (3) copies of the proposal and all attachments (four (4) copies total) shall be signed and submitted in a sealed envelope or package to Plaquemines Parish Engineering and Public works Department no later than Tuesday, June 28, 2011 by 10:00 A.M.. Timely submission of the proposal is the responsibility of the Proposer. Offers received after the specified time shall be rejected and returned to the Proposer unopened. **The envelope or package shall be marked "Sealed Proposal – Public information officer and media coordination services".**

EXPENSES INCURRED IN PREPARING OFFERS

Plaquemines Parish accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Proposer.

PROPRIETARY INFORMATION

The Proposer should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

ACKNOWLEDGMENT OF AMENDMENTS

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal and by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by Plaquemines Parish by the time and at the place specified for receipt of proposals.

DEBARMENT

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposal for contracts issued by any political subdivision or agency of the State of Louisiana and that it is not a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Louisiana or Federal Government.

STANDARD TERMS AND CONDITIONS

- A. **Certification of Independent Price Determination:** The Proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without- for the purpose of restricting competition - any consultation, communication, or agreement with any other proposal or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.
- B. **Representation Regarding Contingent Fees:** The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.
- C. **Applicable Law:** The contract shall be governed by and construed in accordance with the laws of the State of Louisiana, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought before the 25th JDC, Belle Chasse, Louisiana. The Contractor shall comply with applicable federal and state local laws and regulations.
- D. **Confidentiality:** The Contractor shall agree to assure the confidentiality of any records obtained from Plaquemines Parish as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the Contractor deemed confidential by Plaquemines Parish pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of Plaquemines Parish. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor.
- E. **Compliance with Laws:** The Contractor understands that Plaquemines Parish is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that they will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Louisiana, and local laws and regulations, as now existing and as may be amended or modified.

THE FOLLOWING RESPONSE FORMAT SHALL BE USED FOR ALL SUBMITTED PROPOSALS:

- A. **Completed and signed Invitation for Proposal Submission Form**
- B. **Management Summary:** Provide a statement indicating the underlying philosophy of the Proposer in providing the service.
- C. **Proposal:** Describe in detail how the service will be provided. Include a description of major tasks and subtasks.
- D. **Corporate Experience and Capacity:** Describe the experience of the Proposer in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
- E. **Personnel:** Attach resumes of all those who will be involved in the management of this project that include their experience in the area of service delivery. Indicate the level of involvement by principals of the Proposer in the day-to-day operation of the contract.
- F. **References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.
- G. **Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.
- H. **Additional data:** Provide any additional information that will aid in evaluation of the response.

INSTRUCTIONS TO AND INFORMATION FOR PROPOSERS

PROPOSALS

Proposals shall be submitted on the forms provided by the Plaquemines Parish Government, sealed and delivered to the office of the Parish Official or Department until Tuesday, June 28th, 2011, at 10:00 A.M., Central Time Zone in three (3) complete copies.

Proposal forms must be filled out in ink or typed. Illegibility or ambiguity may constitute justification for rejection of the proposal. Envelopes containing proposals shall be properly addressed and sealed. The envelope or package shall be marked "Sealed Proposal – Pre Position Contract for Dump Truck Services".

Contractor's License Number shall be shown on the outside of the sealed proposal. An Asbestos License by the Prime Contractor shall not be required. If asbestos services are required, Contractor shall provide a Subcontractor with these qualifications. Proposal shall be mailed or

delivered to Plaquemines Parish Government, Engineering and Public Works Department, 333 F Edward Hebert Blvd Bldg 500, Belle Chasse, Louisiana 70037.

A. Prices Quoted

Prices quoted shall be stated both in figures and words. In the event of a discrepancy between written words and figures, the price stated in written words shall govern.

All prices listed on the proposal form are based on 100% of truck volume hauled to disposal sites. Percentage of truck volume shall be determined by PPG representative in the field and haul tickets shall be issued and collected at disposal site. Completion of all LDEQ and EPA documentation shall be the responsibility of the contractor and copies shall be furnished to the Engineer.

Prices quoted in the proposal shall include all costs necessary for complete performance of the work in full conformity with the conditions of the Contract Documents and shall include all applicable Federal, State, Parish, Municipal or other taxes.

B. Signature

Proposals shall be signed in ink by a duly authorized representative and the name and post office address of the bidder shall be legibly shown.

QUALIFICATION OF THE PROPOSER

Proposers must be capable of performing the various items of work proposed upon. Proposers may be required to furnish a statement of their financial resources as may be deemed necessary and to show that they have not failed to carry out all previous contracts.

DATA TO BE OBTAINED FROM PROJECT ENGINEER/ARCHITECT

As an aid to proposers, the Architect or Engineer may render assistance that may be consistent with the welfare of the Plaquemines Parish Government, and he shall furnish proposers with such data as he may have available for public information. The extent of this service shall be controlled by the judgment of the Architect or Engineer. Any information or assistance so given will in no way be considered binding on the Plaquemines Parish Government, nor must proposers wholly rely upon its accuracy.

The Architect or Engineer may go over the grounds with the proposers and may point out, as far as possible, the special features of the work; provided, however, that such can be done without serious interference with his other duties. The intent of this paragraph is to give the proposers all expedient and courteous attention.

APPLICABLE LAWS

The proposers are assumed to have made themselves familiar with all federal and state laws, local laws, ordinances, and regulations which in any manner affect the work or its prosecution. The filing of the proposal shall be presumptive evidence that the proposer has complied with these requirements.

The contract shall be governed by and construed in accordance with the laws of the State of Louisiana, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought before the 25th JDC, Belle Chasse, Louisiana.

WITHDRAWAL OF PROPOSALS

A proposer may withdraw his proposals provided his request for withdrawal is delivered to the appropriate Parish official not later than the time set for the opening of proposals. Withdrawal of the proposal shall not prejudice the right of the proposer to submit a new proposal.

REJECTION OF PROPOSALS

The Plaquemines Parish Government reserves the right to reject any and all proposals, to waive informalities and to make the award as it may elect. Incomplete, informal or unbalanced proposal items may be rejected. If required, a proposer shall furnish satisfactory evidence of his competence and his ability to perform the work stipulated in his proposal. Incompetence to properly perform the work will constitute cause for rejection.

CONTRACT

(A) Award of Contract/Evaluation Criteria

The evaluation criteria define the factors that will be used by the evaluation committee to evaluate and score responsible and qualified proposals. Prospective contractors shall include sufficient information to allow the evaluation committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to one or more qualified contractor per the evaluation criteria listed below.

Qualifications of the Contractor30%

- Number of years of experience in relevant business area
- Number of similar projects
- Background in handling similar size projects
- Degree of experience in all areas of emergency response, management and recovery
- Experience with FEMA reimbursement programs and funding issues
- Proof of satisfactory or better performance on contracts of similar scope

And size

Qualifications of staff.....20%

- Assurance of dedicated project team
- Experience of key team members in area identified under experience of prospective contractor
- Affirmative Action of prospective contractor
- Education and experience of prospective contractor personnel

Work Plan20%

- Availability of crews to begin picking up debris immediately
- Detailed Deployment Plan of how work will be performed
- Invoicing program
- History of satisfactory payment procedures of subcontractors

Price30%

- Pricing schedule will be evaluated for reasonableness
- All line items must be priced exactly as quoted within the RFP

Regardless of any alternates which may be proposed

(B) Affidavit

The affidavit is an essential part of the Contract and must be properly executed and notarized on the form furnished with the Contract Documents after Notice of Award.

(C) Surety Bond

The Contractor receiving the award shall furnish a Performance and Payment Bond in the amount of five million dollars (\$5,000,000.00). The above mentioned bond must be properly executed and provided to the Parish within 7 days of Notice to Proceed. The Bond shall be executed by a surety company authorized to do business within the State of Louisiana and approved by the Plaquemines parish Government per the general conditions. The payment and performance bond shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the contract.

Since this Contract is a Pre-position Emergency Contract , the Owner must be certain that the proposer has the capability to obtain, within a few days, in the face of a major disaster, a surety bond to cover the extensive Emergency work which may be required and which work must be initiated almost immediately. Therefore, to ensure such capability, the Owner requires the Proposed Contractor to provide a signed Letter of Commitment from their surety company meeting the requirements indicated in the general conditions, with their proposal. The Letter of Commitment shall exhibit clearly the proposed Contractor’s ability to obtain, upon a Notice to Proceed, the surety’s obligation to provide, a surety Payment and Performance bond for the Project for an amount of five million dollars (\$5,000,000.00) The Owner reserves the right to seek clarifications to satisfy the requirements of the commitment letter. Failure to include an appropriate executed letter from the surety in acceptable format shall be grounds for rejection of the Proposal.

(D) Separate Contracts/ Contract Renewals

In order to obtain more than one contractor for the performance of the work outlined in this request for proposals, the Plaquemines Parish Government reserves the right to accept one or more proposers for this project. Each proposer submits its proposal subject to this provision and agrees to be bound thereby.

The contract may be renewed at the discretion of Plaquemines Parish Government upon written notice to the Contractor at least 30 days prior to the contract anniversary date for a period of two years with a mutually agreed upon escalation, but under the same terms and conditions as the original contract. The total number of renewal years permitted shall not exceed three two (2) year terms.

CONTRACT SIGNATURES

The Contractor shall be required to sign the contract, properly executed, within four (4) days after receiving notice of his proposal having been accepted. Either written or verbal notice from the President of the Plaquemines Parish Government, or Engineer, will be deemed sufficient for this purpose.

CONTRACTORS' LICENSE LAW

Contract Documents will be issued only to those contractors who are duly qualified under Act 113, as amended, of the 1964 Legislature of the State of Louisiana.

Affidavit - Contractor

STATE OF LOUISIANA

PARISH OF _____

BE IT KNOWN, that on this _____ day of _____, 2015, before me the undersigned Notary Public, duly commissioned and qualified, within and for the Parish of _____, State of Louisiana, personally came and appeared _____, who after being by me first duly sworn, did depose and say:

That they have been selected as Contractor for the Plaquemines Parish Government for the **Pre-position Emergency Contract for Public Information Officer and Media Coordination Services** and 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 or their duties for affiant; and

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, alternation or demolition of the public building or project were in the regular course of their duties for affiant.

APPEARER FURTHER DECLARES, that they will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Statutes, and particularly Section 2224, as amended, of such Title 38 of the Louisiana Revised Statutes.

WITNESSES:

BY: _____

Sworn to and subscribed before me this _____ day of _____, 2015.

CONTRACT

This Agreement is made and entered into on this _____ day of _____, 2015, by and between the Plaquemines Parish Government, acting through its duly authorized and empowered President, Amos Cormier Jr, as more fully shown by the resolution attached hereto, hereinafter sometimes referred to as the Plaquemines Parish Government, and _____, acting through its duly authorized and empowered _____, all as more fully shown by a resolution attached hereto, hereinafter sometimes referred as the “**CONTRACTOR**”, for the following project:

**Pre-position Emergency Contract for Public Information Officer
and Media Coordination Services**

Parish Project No. _____

Plaquemines Parish, Louisiana

Whereas, the Contractor has submitted a written proposal to the Plaquemines Parish Government, dated _____, 2015, to furnish all labor, tools, equipment, materials, etc., and to perform all work required in accordance with the plans, specifications, terms and conditions for those certain prices stipulated in such proposal;

Whereas, the Contractor does hereby agree to supply all labor, tools, equipment, materials, etc., and all of the things necessary in accordance with terms, conditions, provisions, instructions and stipulations contained in and shown on the plans and specifications prepared to govern the above mentioned work;

Now, therefore, it is mutually agreed by and between the Plaquemines Parish Government and the Contractor as follows:

ARTICLE I

The plans and specifications prepared by the Plaquemines Parish Government and the proposal submitted by the Contractor, being essential to a fully and proper understanding of this contract, are hereby made a part thereof as if set forth herein in full.

ARTICLE II

The Contractor agrees to perform such extra work and other items deemed expedient or desirable by the Plaquemines Parish Government in a manner and for the consideration set forth in the above referenced plans and specifications.

ARTICLE III

For and in consideration of the proper, faithful and complete performance of all the obligations, duties, and promises assumed and or made by the Contractor, the Plaquemines Parish Government agrees to pay the contractor in accordance with the terms and in the manner fully provided for in the above referenced plans, specifications and proposals.

ARTICLE IV

Plaquemines Parish Government agrees to only pay for such items and in such quantities as needed from the prices shown on the proposal form herein for a period of one (1) year starting from the day the contract is executed with all prices and all terms relative to the labor, tools, equipment and materials necessary to carry out the performance of the work to remain the same as set out originally in this contract. This contract may be extended for a period of an additional one (1) year provided both Contractor and Owner are in agreement to hold firm the accepted contract prices as set out originally in this contract. Should the Contractor and the Owner not agree to extend the Contract, then the Parish will let a new contract. Execution of a contract or any extensions thereof, are in accordance with plans and specifications on file at the Office of Homeland Security and Emergency Preparedness, 8056 HWY 23, Belle Chasse, Louisiana, 70037, and bid submitted by said company on _____.

In Testimony Whereof, the parties hereto set their hands and seal on the date herein first above written in the presence of the undersigned competent witnesses.

WITNESSES:

CONTRACTOR:

WITNESSES:

Plaquemines Parish Government:

BY: _____
Amos Cormier Jr.
Parish President

PLAQUEMINESPARISH OFFICE OF EMERGENCY PREPAREDNESS
REQUEST FOR PROPOSAL FOR
HEAVY EQUIPMENT RENTAL
SUBMISSION FORM

Company _____

Address _____

Telephone Number/e-mail _____

Proposer agrees to supply the products or services identified above in accordance with the terms, conditions, and specifications contained in this proposal for one (1) year.

Total price per unit includes the costs associated with the delivery of the service to a specific location(s) as directed by the Plaquemines Parish Emergency Operations Center, mobilization costs, equipment rental fees and maintenance for the duration specified. The Proposer must identify reasonable break points for both for quantity and duration of services provided.

The proposer will provide a schedule of values for all of the services to be rendered. Any point breaks provided for either quantity or duration of service need to be provided for consideration.

NOTE: It is the Proposer's responsibility to provide adequate information in their proposal package to enable Plaquemines Parish to ensure that the proposal meets the required criteria.

Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the bid.

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of Plaquemines Parish or members of his/her family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

CONFLICTS OF INTEREST

The Proposer [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

NON-COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature

Date

Name (Printed)

Title

Surety Bond

Know All Men By These Presents:

THAT _____, as Principal,
_____, a Corporation legally
authorized to transact business in the State of Louisiana, as Surety, are held and firmly bound unto the
Plaquemines Parish Government, Parish of Plaquemines, Louisiana, the Owner, in the full sum
of _____ DOLLARS
(\$ _____), for the payment of which sum in lawful money of the United States, well and
truly to be made to the Owner, the Principal, and the Surety, do hereby bind themselves, their heirs,
executors, administrators, and assigns, jointly and severally be these presents as follows:

The Conditions Of This Obligation Are Such That:

Whereas, the Principal, by an instrument in writing attached hereto and bearing the date of
_____, has agreed with the Plaquemines Parish Government to furnish all labor,
material, tools, equipment and do all work necessary to complete the work shown on the Plans,
Specifications, Proposal, and Contract forming the Contract Documents hereto attached.

Now Therefore, if the Principal shall in good, sufficient, and workmanlike manner perform and complete
the work required; and shall defend, indemnify, and save harmless the Plaquemines Parish Government
against all damages, claims, demands, expenses, and charges of any kind (including claims for patent
infringement) arising from any act, omission or neglect of the Principal, his agents servants or employees,
with relation to the work; and shall pay all costs, charges, rentals, and expenses for labor, material, supplies,
and equipment and deliver the work to the Plaquemines Parish Government complete and ready for
operation and free from all liens, encumbrances, or claims for labor, material or otherwise; and shall pay
all other expenses lawfully chargeable to the Plaquemines Parish Government by reason of any default or
neglect of the Principal in relation to the agreement and work, then this obligation shall be void, otherwise
to remain in full force and effect.

Provided Further: That the Surety, for value received, hereby stipulates and agrees that no change in the
terms of the Contract or in the work to be performed thereunder shall in any wise affect its obligation on
this bond, and it does hereby waive notice of any such change.

Provided Further: That if the Principal or the Principal's subcontractors fail to pay for all labor, materials,
supplies, or services used in performance of the work under the Contract, the Surety will pay the same in
any amount not exceeding the sum specified in the bond, together with interest as provided by law.

In Witness Whereof: The Principal and the Surety have hereunto set their hands and seals in triplicate at _____, Louisiana, this _____ day of _____, 2015

(Principal)

BY:

(Title)

(Address)

(Surety)

BY:

(Title)

(Address)

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF THE BOARD OF DIRECTORS OF

_____.

THE MEETING OF DIRECTORS OF _____

_____.

DULY NOTICED AND HELD ON _____, 2015, A

QUORUM BEING THEIR 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 PLAQUEMINES 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 AND RECEIPT THEREFORE 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 THAT 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.
