



P.O. BOX 6097

HOUMA, LOUISIANA 70361
868-5050



P.O. BOX 2768

HOUMA, LOUISIANA 70361
868-3000

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

INVITATION TO BIDDERS

Sealed bids will be received on **Friday July 7, 2017** by the Terrebonne Parish Consolidated Government Purchasing Division, at the City of Houma Service Complex, 301 Plant Road, in Houma, Louisiana until 2:00 P.M as shown on the Purchasing Division Conference Room Clock at which time sealed bids shall be publicly opened and read aloud in the Purchasing Division Conference Room.

Bid documents are posted on <http://www.centralauctionhouse.com/rfp.php?cid=65>. To view these, download, and receive bid notices by e-mail, you must register with Central Auction House (CAH). Vendors/Contractors have the option to submit their bids electronically or by paper copy. For information about the electronic submittal process, contact Ted Fleming with Central Auction House at 1-866-570-9620.

Each bid shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt, or such bid shall be sent by United States Postal Service registered or certified mail with a return receipt requested, or shall be submitted electronically with Central Auction House (CAH). Bids shall not be accepted or taken, including receiving any hand delivered bids, on days which are recognized as holidays by the United States Postal Service.

**The mailing address for bids is: City of Houma Service Complex
301 Plant Road
Houma, Louisiana 70363**

No bid received after the scheduled time for opening will be considered. Failure of the U.S. Mail to deliver the bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.

Bid No. 17-DRA-25 Purchase of Five (5) New/Unused 7:2 Ratio Right Angle Gear Drives

Bidding Documents for this solicitation are on file in the office of the Terrebonne Parish Consolidated Government Purchasing Division at 301 Plant Road Houma, Louisiana and posted on the TPCG Website http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities. Please contact Carl Ledet, Forced Drainage Superintendent at 985-873-6718 ext. 4300 with regard to the specifications or contact Gina Bergeron, Procurement Specialist III at 985-580-7272 for any clarifications about the bid documents.

The Terrebonne Parish Consolidated Government (TPCG) reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.

/s/Gordon E. Dove
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Publish: June 23rd & June 30th, 2017
To Courier: June 21, 2017

**REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS
FOR
Bid 17-DRA-25 Purchase of Five (5) New/Unused 7:2 Ratio Right Angle Gear Drives**

Please Read Carefully

GENERAL: The Terrebonne Parish Consolidated Government (TPCG) is soliciting bids for the furnishing of right angle gear drives in accordance with the specifications herein to be delivered to the TPCG Forced Drainage Division at 1860 Grand Caillou Road Houma, LA 70363.

COPIES OF BIDDING DOCUMENTS: A single complete set of Bidding Documents may be obtained as set forth in the Invitation to Bidders.

Complete sets of Bidding Documents shall be used in preparing Bids; Owner shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner, in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

INTERPRETATIONS AND ADDENDA: All questions about the meaning or intent of the Bidding Documents are to be directed to Gina Bergeron, Procurement Specialist III as set forth herein. Interpretations, clarifications, or modifications considered necessary by Gina Bergeron, Procurement Specialist III in response to such questions will be issued by Addenda as set forth below.

Bidders shall promptly notify Gina Bergeron, Procurement Specialist III in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents. Bidders requiring clarification or interpretation of any of the Bidding Documents shall make a written request to Gina Bergeron, Procurement Specialist III at the address in the Bidding Documents or Contract Documents.

All requests pertaining to questions about the meaning or intent of the Bidding Documents received less than seven days prior to the date for opening of Bids may not be answered unless, in the opinion of Gina Bergeron, Procurement Specialist III, the ambiguity in the Bidding Documents is so significant that it may necessitate postponement of the Bid date and issuance of an addendum to respond to the Bidder's request.

Any interpretation, clarification, correction, or modification to the Bidding Documents shall be only by a written addendum. Interpretations, clarifications, corrections or modifications made by any other manner shall not be binding and shall not be relied upon by Bidders. Addenda shall be transmitted in accordance with Louisiana Bid Law.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER. **Prior to submittal of bids, each Bidder shall ascertain that he has received all addenda issued. The Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Official Bid Form Section "A". Failure by a Bidder to acknowledge each individual addendum shall render that Bidder's Bid proposal non-responsive.**

LIQUIDATED DAMAGES: By submission of bid, Bidder unequivocally accepts the liquidated damages provisions set out herein and specified in the event of failure, neglect or refusal to complete the work or, or any designated part of the work, within the corresponding contract times.

By submission of the Bid, Bidder agrees that for each calendar day beyond the Specified Delivery Date set forth, that the material, work, and/or equipment has not been delivered, the Owner may retain from the total amount of the Contract Price, as Liquidated Damages the following sums: **Two Hundred Dollars (\$200.00) per calendar day.**

TECHNICAL INFORMATION: Literature and/or specifications providing complete technical information as required to certify that the product offered in the proposal is fully compliant with specifications herein **must be submitted upon request**; if requested, literature and/or specifications shall be submitted within seven (7) days. Such documentation shall include diagrams, books, brochures, photographs, or other means to verify compliance. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer.

Failure to submit this information upon request shall result in the bid being declared non-responsive and just cause for rejection.

SUBSTITUTE MATERIAL AND EQUIPMENT OR "OR EQUAL" ITEMS: Any product or service bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation.

Whenever materials or equipment are specified or described in the Bidding Documents by using the name of a certain brand, make, supplier, manufacturer, or definite specification; the naming or specification of the item is only intended to denote the quality standard of the item desired and to convey and establish the general style, type, character and quality of material, equipment or product desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and that equivalent products may be acceptable.

Bidder must specify the brand and model number of the product offered in his / her bid. Bids not specifying brand and model numbers shall be considered as offering the exact products specified in the solicitation.

PROPOSAL DOCUMENT FORMS: Bid Forms are included with the Bidding Documents; additional copies may be obtained from the Terrebonne Parish Consolidated Government Purchasing Division.

Bids shall be submitted on the Bid Forms provided with the Bidding Documents. All blank spaces on the bid form required for Bid prices shall be properly filled in ink, or typed, in both words and figures as indicated.

PREPARATION AND SUBMISSION OF BIDS: Bids shall be submitted by the time and at the place indicated in the Invitation to Bidders and, unless submitted electronically, shall be enclosed in an opaque sealed envelope. **The envelope shall be marked with the Bid title and name and address of the Bidder.**

Each bid shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt, or such bid shall be sent by registered or certified mail with a return receipt requested, or shall be submitted electronically with Central Auction House (CAH) (<http://www.centralauctionhouse.com/rfp.php?cid=65>). Bids shall not be accepted or taken including receiving any hand delivered bids, on days which are recognized as holidays by the United States Postal Service.

The following items are to be included within each Bid:

- Completed Official Bid Form Section "A".

- Signature Authorization (if applicable) Written evidence of the person signing the bid shall be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5) as follows:

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.

(c) The legal entity has filed in the appropriate records of the secretary of state of this state an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.

MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by an appropriate written document duly signed and authorized (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn, modified, or explained except as provided for herein.

In accordance with Louisiana law, more particularly, R.S. 38:2214, as may be amended, bids containing patently obvious, unintentional, and substantial mechanical and clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the bidder if clear and convincing sworn, written evidence of such errors is furnished to the OWNER within 48 hours of the bid opening excluding Saturdays, Sundays and legal holidays.

Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If the OWNER determines that the error is a patently obvious mechanical, clerical or mathematical error, or unintentional omission of a substantial quantity of work, labor, material or services as opposed to a judgment error, and that the bid was submitted in good faith, it shall accept the withdrawal and return the bid security to the bidder. A bidder who attempts to withdraw a bid under these provisions of this section shall not be allowed to re-submit a bid on the contract. Any modifications or amendments to the above stated applicable State law shall supersede this procedure.

A bidder may alter or correct an entry on the bid form by crossing out the entry, entering the new figure above or below the deleted entry, and initialing on the line of change. The crossing out of an entry and the initials shall be legibly handwritten with ink or typed. Any ambiguity arising from entries altered or corrected on the Bid Form will cause the rejection of said Bid Proposal as non-responsive.

OPENING OF BIDS: All Bids received prior to the announced closing time for the receipt of Bids stipulated in the Invitation to Bidder will be opened publicly. Bids will be read aloud and a tabulation of the amounts of the Base Bids and alternates (if any) will be made available to Bidders after the opening of Bids.

Any Bid received after the announced closing time will be returned unopened. Any uncertainty as to whether a Bid was submitted in time will be resolved against the Bidder.

BIDS TO REMAIN OPEN: The OWNER shall act not later than forty-five (45) calendar days after the date of opening Bids to award such contract to the lowest responsible and responsive bidder or to reject all bids.

The OWNER and the lowest responsible and responsive bidder, by mutually written consent, may agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

AWARD OF CONTRACT: To the extent permitted by applicable local, state and federal laws and regulations, OWNER reserves the right to reject any and all Bids for just cause. The Terrebonne Parish Consolidated Government reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.

In order to be responsive, the apparent low bidder must submit the additional information and documentation required by the OWNER within the time delays established by law.

DELIVERY: It is imperative that the equipment be delivered in the time frame stipulated on the Official Bid Form Section "A". If delivery cannot be made in the time specified on the bid form, bidder must notify the Terrebonne Parish Consolidated Government Purchasing Division in writing of delay.

PRICES: Unless otherwise specified by TPCG in the solicitation, bid prices must be complete including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 45 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. Destination may be rejected. Any freight/shipping charges should be included in unit pricing.

SPECIAL ACCOMMODATION: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing no later than seven (7) days prior to the bid opening date of the need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

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

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

ENERGY CONSERVATION: The contractor agrees to comply with 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.

FEDERAL WATER POLLUTION CONTROL ACT: Bidder acknowledges that the Federal Water Pollution Control Act,

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

MATERIAL SAFETY DATA SHEETS: All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

NO GUARANTEE OF QUANTITIES: The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the TPCG reserves the right to increase or decrease the amount, at the unit price stated in the bid. The TPCG does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

DEFAULT OF VENDOR: Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the TPCG has determined the Vendor to be in default, the TPCG reserves the right to purchase any and/or all products or services covered by the contract on the open market and to charge the Vendor with cost in excess of the contract price (liquidated damages). Until such assessed charges have been paid, no subsequent bid from the defaulting Vendor will be considered.

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

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

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

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

TERMINATION FOR NON-APPROPRIATION OF FUNDS: Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

VENDOR REGISTRATION: The Terrebonne Parish Consolidated Government Purchasing Division requires vendors to register online at <https://secure.tpcg.org/vendor/>. This tool is part of our efforts to make it easier for you to do business with the Parish, as well as provide you with better business opportunities.

If you have already taken actions to complete this requirement, you do not have to complete this process again. However, if you have not already registered online as a vendor you will need to do so within ten (10) days notice of award of this bid.

NON-COLLUSION AFFIDAVIT- In accordance with La. R.S. 38:2224, successful bidders must submit a fully executed Non-Collusion Affidavit within ten (10) days from receipt of a Notice of Award.

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

CERTIFICATE OF INSURANCE: The successful bidder is required to submit an insurance certificate returned within 10 days from the date of the Notice of Award of the bid. All certificates must be approved by the TPCG Risk Manager to ensure that all insurance requirements have been met before a purchase order is issued. (Insurance requirements are set forth in "Terrebonne Parish Government's Insurance Requirements", attached hereto.) Failure of the successful bidder to comply with this requirement may result in the bid being declared non-responsive and cause for rejection.

PAYMENT STRUCTURE: Vendor / Contractor shall submit invoices for equipment delivered and accepted to TPCG Forced Drainage Division, Carl Ledet Post Office Box 2768, Houma, Louisiana 70361. Invoices must identify each item delivered and should include serial numbers when applicable.

Prices for each line item in the bid shall include all direct and indirect costs associated with that line item. Invoices must include the purchase order number (when applicable) and the name and address of the vendor / contractor. No items other than those included in the bid shall be billed; and unit prices shall prevail.

TAXES: It is acknowledged and understood that all applicable taxes are included in the contract price. Successful bidder must register with the Terrebonne Parish Sales and Use Tax Department.

**OFFICIAL BID FORM
SECTION "A"**

TO: TPCG
Forced Drainage Division
Post Office Box 2768
Houma, LA 70361

FROM: _____

PHONE: _____
EMAIL: _____

Bid 17-DRA-25 Purchase of Five (5) New/Unused 7:2 Ratio Right Angle Gear Drives

Delivery shall be within ____ calendar days after receipt of order (ARO)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the equipment specified herein, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated June 2017

The following quantities are for bidding only. Terrebonne Parish reserves the right to increase or decrease quantities at its sole discretion within a six-month period.

| Item No. | Quantity | Item Description | Make/Model | Unit Price | Extended Price |
|----------|----------|---------------------------------|------------|------------|----------------|
| 1 | 5 | De'Ran Gear Model M22A or Equal | | | |

Unit Price Written in Words: _____

Extended Price Written in Words: _____

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **Addenda:**
(Enter the number assigned to each of the addenda that the Bidder is acknowledging)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

OFFICIAL BID FORM
SECTION "A"
(continued)

NAME OF AUTHORIZED SIGNATORY BIDDER (type or print): _____

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER ** _____

TITLE OF AUTHORIZED SIGNATORY BIDDER: _____

DATE: _____

**** Signature Authorization. Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)**

**SPECIFICATIONS
FOR
Bid 17-DRA-25 Purchase of Five (5) New/Unused 7:2 Ratio Right Angle Gear Drives**

Description: This work consist of furnishing all labor, materials and equipment to construct and deliver right gear drives for use by Terrebonne Parish Public Works Department, Drainage Division at various pump stations.

Quantities: The following quantities are for bidding only. Terrebonne Parish reserves the right to increase or decrease quantities at its sole discretion within a six (6) month period.

Gear drives:

(5)- 7:2 Ratio Gear Drives

Specifications:

(A) 7:2 RATIO RIGHT ANGLE GEAR DRIVE

MATERIAL: The right angle gear drive will have a 7:2 gear ratio with a 1800 RPM input and 500 RPM output and figure 1 rotation such as the De'Ran Gear Model M22A or *approved equal*.

The housing will be made of high tensile strength cast iron and will have taper roller bearings. All bearings will have a minimum B10 bearing life of 17,500 hours at design capacity. The gear drive will have up-thrust bearing protection designed into the unit.

The gear drive will have a matched set of alloy steel spiral bevel gears, hardened and lapped to insure perfect contact. The gear set will be manufactured to a minimum quality level of AGMA Class 9. The gear set service factor will have a minimum AGMA rating of 1.5.

The gear drive shall have a positive pressure lubrication pump. The lubrication system must be equipped with a visual oil level sight gage, and a visual lubrication flow sight glass. The gear drive will have a minimum of 3.00001-inch alloy hollow shaft adequately designed and conservatively sized for load conditions. All shafting is to be ground to size tolerance. Contractor is responsible for determining correct bore size for shaft coupling before ordering. (Contact TPCG Forced Drainage Division.)

The gear drive shall have a sprag type non-reverse clutch built into the horizontal shaft assembly to prevent backspin of the pump when power is off. The gear drive will be fan cooled to provide adequate cooling of the lubrication oil without the need for additional cooling water. The heat exchanger and fan cooling system will be mounted on the slow speed vertical shaft of the speed reducer. The thermal rating of the speed reducer will at least be equal to the mechanical rating.

The supplier shall have twenty-four (24) hour parts and service support and must respond to service request within one (1) hour.

“D”

TERREBONNE PARISH CONSOLIDATED GOVERNMENT MINIMUM, INSURANCE REQUIREMENTS FOR VENDORS (WITH GENERAL LIABILITY EXPOSURE ONLY)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractor. **The cost of such insurance shall be included in the bid** with, TPCG (Terrebonne Parish Consolidated Government).

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“occurrence form CG001). **“Claims Made” form is unaccepted. The “occurrence form” shall not have “sunset clause”.**

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than Commercial General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY TPCG. At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TPCG, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability

- a. TPCG, its officers, officials, employees, boards and Commissions and volunteers are to be added as **“additional insured”** as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied

or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit if brought, except with respect to the limits of the insurer's liability.

2. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled **thirty (30)** days prior written notice by certified mail, return receipt requested, has been given to TPCG.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI.

F. VERIFICATION OF COVERAGE

Contractor shall furnish TPCG with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY TPCG BEFORE WORK COMMENCES. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

INDEMNIFICATION AGREEMENT
(Must be submitted within ten (10) days after Notice of Award)

The _____ agrees to defend, indemnify,
Contractor/Subcontractor/Lessee/Supplier

save and hold harmless the Parish of Terrebonne, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ its agents, servants and employees,
Contractor/Subcontractor/Lessee/Supplier

and any and all cost, expense and/or attorney fees incurred by TPCG, all Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees as a result of any such claim, demands, and/or causes of action arising out of the negligence of TPCG, all Department, Agencies, Boards, Commissions, its agents, representatives, and/or employees _____
Contractor, Subcontractor, Lessee, Supplier

agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Company _____
Signature _____
Title _____

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Bid No. 17-DRA-25 for **Forced Drainage Division**
Parish Department

Purpose of Bid: Purchase of Five (5) New/Unused 7:2 Ratio Right Angle Gear Drives

**Non-Collusion Affidavit (Regarding LSA - R.S. 38:2224)
(Must be submitted within (10) days after notice of award)**

STATE OF LOUISIANA
PARISH OF TERREBONNE

PROJECT NAME: 17-DRA-25

LOCATION: 1860 Grand Caillou Road

AFFIDAVIT

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

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

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

THUS DONE AND SIGNED BEFORE ME, THE UNDERSIGNED Notary Public and subscribing witnesses on this ____ day of _____, 201__, at _____, Louisiana.

WITNESS

WITNESS

NOTARY PUBLIC

Bidder's Check List

This checklist is for your guidance only and does not necessarily constitute each and every requirement of this bid. Please read the entire bid thoroughly to ensure that your submission is complete.

Please check the box if you have completed the following:

1. Bid documents are to be enclosed in a sealed envelope bearing the following on the outside of the envelope:

- Bid name & Bid number
- Company's name
- Company's complete address

OR

2. Bids can be electronically submitted as per instructions on the CAH site and accompanied by the required documents herein.

LINK: <http://www.centralauctionhouse.com/Bid.php?cid=65>

3. Official Bid Form Section "A":

(Submitted in a sealed envelope delivered in the manner specified herein or uploaded to CAH)

- Completely filled out
- Acknowledged receipt of each addendum by inserting the number assigned on the line provided (if applicable)
- Signed and Dated
- Unit/Extended price(s) inserted

4. Attachment(s):

(Submitted in a sealed envelope delivered in the manner specified herein or uploaded to CAH)

- Signature Authorization: (if Applicable)
Written evidence of the person signing the bid shall be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)
 - Provide documentation stating that the person signing the bid is authorized to bind the company to the requirements of the bid/contract.
 - The documentation provided must be signed by a member of the company with authority as outlined on herein
 - Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.

4. Documents to be submitted within 10 days after Notice of Award:

- Non-Collusion Affidavit
- Indemnification Agreement
- Insurance Certificate