



**REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS FOR  
PURCHASE INSTALLATION OF OUTSIDE FITNESS EQUIPMENT AND SAFETY SURFACE**

**Please Read Carefully**

**GENERAL:** The VENDOR awarded this bid shall provide labor, materials and installation for the above request, as per specifications attached, to Terrebonne Parish Recreation District # 9, 3688 Southdown Mandalay Road, Houma, LA 70360.

**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 products listed 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 Sharon Celestin, Sr. Procurement Specialist or John Haston, Director as set forth herein. Interpretations, clarifications, or modifications considered necessary by Sharon Celestin, Sr. Procurement Specialist or John Haston, Director in response to such questions will be issued by Addenda as set forth below.

Bidders shall promptly notify Sharon Celestin, Sr. Procurement Specialist or John Haston, Director 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 Sharon Celestin, Sr. Procurement Specialist or John Haston, Director 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 Sharon Celestin, Sr. Procurement Specialist or John Haston, Director 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 Bid Form. Failure by a Bidder to acknowledge each individual addendum shall render that Bidder's Bid proposal non-responsive.**

**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 TPRD # 9.

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 Project title and name, address and state license number (if applicable) of the Bidder as set forth in the Invitation to Bidders.

***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.
- Technical Specifications
- State Contractor's License (bids over \$50,000)
- 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) 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.***

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.

**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.

**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. TPRD # 9 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.

**PRICES:** Unless otherwise specified by TPRD # 9 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. Prices quoted in the unit (each, box, case, etc.) as specified in the solicitation.

**DELIVERY:** TPRD # 9 desires delivery at the earliest possible date. It is imperative that the equipment and installation is provided within the time frame stipulated on Section "A" of the official bid form/proposal form.

**NEW PRODUCTS:** Unless specifically called for in the solicitation, all products for purchase shall be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.

**CONTRACT CANCELLATION:** TPRD # 9 has the right to cancel any contract for cause, including by not limited to, the following: failure to deliver within the time specified in the contract; failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; misrepresentation by the contractor; fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the TPRD # 9; conflict of contract provisions with constitutional or statutory provisions of state or federal law; any other breach of contract.

**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 TPRD # 9 has determined the Vendor to be in default, TPRD # 9 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.

**APPLICABLE LAW:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

**COMPLIANCE WITH CIVIL RIGHTS:** By submitting and signing this bid, Bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended, The Veterans Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, The Age Act of 1975, and Bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices and will render services under any contract enter into as a result of this solicitation without regard to race, color, religion, national origin, veteran status, political affiliation, or

disabilities. Any act of discrimination committed by Bidder or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

**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 RIGHTS:** Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964 and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action pursuant to Executive Order #11246 and The National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take affirmative action as provided by the Vietnam Era Veteran’s Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

**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:** In the event a greater or lesser quantity is needed, Recreation # 9 reserves the right to increase or decrease the amount, at the unit price stated in the bid. TPRD # 9 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.

**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 with the bid**. 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 shall result in the bid being declared non-responsive and just cause for rejection.**

**CONTRACTOR'S LICENSE NUMBER:** Bid prices \$50,000 and over requires that the company include their Louisiana Contractor's License Number on the front of the envelope.

**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 of receipt of Notice of Award.

**VERIFICATION OF EMPLOYEES INVOLVED IN PUBLIC CONTRACT:** The Contractor agrees to comply with the provisions of LA R.S. 38:2212.10 regarding verification of employees involved in public contract work, as evidenced by the attached affidavit. To be submitted within ten (10) days of receipt of Notice of Award.

**CERTIFICATE OF INSURANCE:** The successful bidder and sub-contractors are required to submit an insurance certificate returned within ten (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.

**PURCHASE ORDER:** The successful bidder will be issued a purchase order when the bid has been awarded; and the vendor has timely submitted all required documents.

**PAYMENT STRUCTURE:** Vendor / Contractor shall submit invoices to Terrebonne Parish Recreation District # 9. The invoice total shall not exceed the purchase order amount. Invoices must include the purchase order number 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:** Vendor is responsible for including all applicable taxes in the bid price. TPRD # 9 is exempt from all state and local sales and use taxes.



**OFFICIAL BID FORM  
SECTION "A"**

Terrebonne Parish Recreation # 9  
3688 Southdown Mandalay  
Houma, LA 70360

FROM: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**PURCHASE & INSTALLATION OF OUTSIDE FITNESS EQUIPMENT  
AND SAFETY SURFACE**

Delivery shall be within \_\_\_\_\_ calendar days After Receipt of Order (ARO).

In the event a greater or lesser quantity is needed, TPRD # 9 reserves the right to increase or decrease the amount, at the unit price stated in the bid.

Item No.	Item Description	Model /Stock number	Substitute Information	Qty.	Unit price	Extended price
1	Training Circuit (at least 10 stations) see example equipment listing	#FT17007 or Equal				
Item No.	Item Description	Model /Stock number	Substitute Information	Qty.	Unit price	Extended price
2	No Fault Safety Surface					
Item No.	Item Description	Model /Stock number	Substitute Information	Qty.	Unit price	Extended price
3	Installation (setup)					

Total Written Unit Prices (Items 1-3): \_\_\_\_\_

\_\_\_\_\_

**OFFICIAL BID FORM  
SECTION "A"  
(continued)**

**Total Price Written in Words (Items 1-3):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



In accordance with the Louisiana Public Bid Law, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES \_\_\_\_\_ NO \_\_\_\_\_

**IF THIS PREFERENCE IS CLAIMED, ATTACH SUBSTANTIATING INFORMATION TO THE BID SUBMITTALS TO SHOW THE BASIS FOR THE CLAIM.**



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) has personally inspected and is familiar with the project site, and hereby proposes to provide materials and supplies as required, all in strict accordance with the Bidding Documents prepared by: TPRD # 9 and dated March 1, 2018

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

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_  
\_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY BIDDER:** \_\_\_\_\_  
*Printed or Typed*

**SIGNATURE OF AUTHORIZED SIGNATORY BIDDER \*\*** \_\_\_\_\_

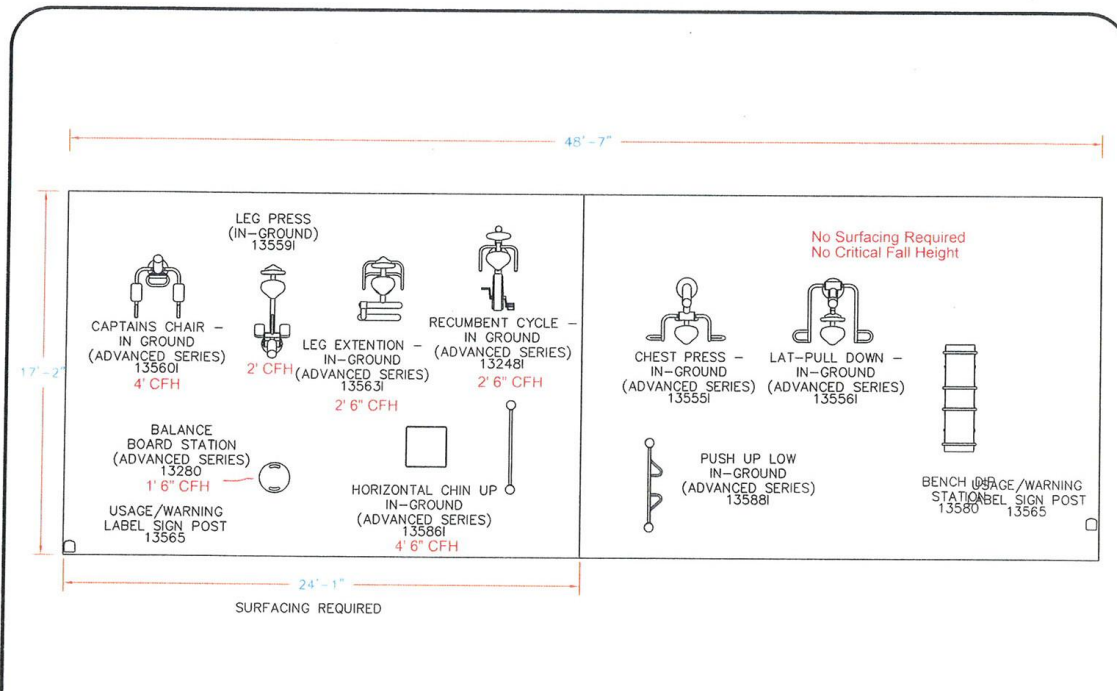
TITLE OF AUTHORIZED SIGNATORY BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_

FEDERAL I.D. #: \_\_\_\_\_

**\*\* 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(used as a guide only)



## **SUGGESTED EQUIPMENT:**

- **Cardio Walker**
- **Captain's Chair**
- **Leg Press**
- **Leg Extension**
- **Chest Press**
- **Lat- Pull Down**
- **Balance Board Station**
- **Horizontal Chin Up**
- **Push Up Low**
- **Bench Dip Station**
- **2- Warning Usage Signs**

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## **Technical Specifications**

### **Safety Surfacing**

- Delivery should be made to 3688 Southdown Mandalay Road, Houma 70360.
- Delivery, Storage, and Handling: Materials and equipment shall be delivered and/or stored in accordance with the Manufacturer's recommendations.
- All materials/equipment under this section shall be installed by the Manufacturer or its Certified Installers, certificate of certification must be submitted with bid.
- Manufacturer of equipment must be ISO 9001-2008/ISO 14001 certified. Provide documentation with bid.
- Installer must be a Certified Playground Safety Inspector (CPSI). Certificate must be submitted with bid.
- Provide 3-D along with an overhead blueprint of complete area with bid.
- All equipment, hardware, and components should be in compliance with current Consumer Product Safety Commission and ASTM standards, including ASTM F1487 and ASTM 19-51.
- Owner shall be responsible for obtaining all necessary construction permits that may be required for this job.
- Surface color will be 50% blue and 50% black
- Manufacturer's installers shall not leave adhesive or adjacent surface. All material and packing waste shall be properly disposed of before leaving the job site. (Trash bind provided by Recreation District)
- The successful bidder shall protect all areas of construction with a heavy duty (commercial orange) barricade fence. The use of "caution tape" only, is unacceptable.

- No materials can be wood
- All warranties on equipment and products must be provided with bid
- Concrete Slab provided by Owner

### Installation

The safety surface shall be installed after the equipment is installed and after the subsurface is ready to receive safety surface. The temperature should be 40<sup>0</sup> and rising during installation of surface.

Total depth of the surface shall be as required by the fall heights of each piece of equipment and the ASTM guidelines. Surface thickness may vary in the impact course according to fall height. Testing documentation will be required.

The bidder is responsible to contact the equipment manufacturer to determine exact fall height requirements.

### Wearing Course

Minimum ½" thick after troweling using TPV granules 1-3.5mm manufactured by Rosehill Polymers as distributed by American Recycling Center in Owosso, Michigan. **A 5/8" rod will be used to level the material so that when troweled it will be ½" thick.** Urethane shall be 11.5 lbs. per 55 lb. bag or 21% of the weight of the rubber used if partial bags are required. All colors must be UV stable for a minimum of 5 years. Polymer content must be 25% minimum

### Poured Cap

Manufacturer's standard formulation of 5/8" chunk rubber with correct amount of urethane for impact attenuation and longevity. **Chunk rubber may not be recycled SBR rubber from tires.** It must be high quality virgin derived rubber that is pre-consumer recycled product.

### Binder

Standard, Aromatic, Weather-resistant, flexible, non-hardening, 100 percent solids polyurethane complying with requirements of authorities having jurisdiction for nontoxic and low VOC content. Binders allowed are Perm Arc urethanes as distributed by American Recycling Center in Owosso, Michigan. No TDI urethanes will be permitted.

### Critical Height

MUST install the Overall Thickness to the **greatest CFH** and not less than the greatest CFH. Thickness of cushion course should meet ASTM 1292-04 guidelines and shall be a minimum of 1" thick. Varying thickness **is not allowed to match fall height.**

### Primer/Adhesive

Manufacturer's standard primer and weather-resistant, moisture-cured polyurethane adhesive suitable for unit, substrate, and location indicated.

### Edges

Provide an ADA edging around all sides of the surfaced areas.

### Colors

The poured in place cap shall be a 50%-standard-color (of the Customer's choice)/50%-black mix. The entire subsurface shall be clean, dry, and free from any foreign and loose material. The coloring requested by Owner is blue.

### Concrete / Slab

Owner will provide concrete / slab foundation.

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

STATE OF LOUISIANA

PROJECT NAME:

PARISH OF TERRBONNE

LOCATION:

**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 \_\_\_\_\_, 2018, at \_\_\_\_\_, Louisiana.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CONTRACTOR/VENDOR

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC



**AFFIDAVIT**

**VERIFICATION OF CITIZENSHIP**

**(to be turned in within ten (10) days after Notice of Award)**

**BEFORE ME**, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared: \_\_\_\_\_  
(name)

who after being first duly sworn, deposed and said that:

1. I am the \_\_\_\_\_ of \_\_\_\_\_.  
(title) (company)

2. I swear that \_\_\_\_\_ is registered and participates in a status verification system  
(company)

to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3. I verify that if \_\_\_\_\_ is awarded the contract, it shall continue, during the  
(company)

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. I acknowledge that \_\_\_\_\_ shall require all subcontractors to  
(company)

Submit to \_\_\_\_\_ a sworn affidavit verifying compliance with Paragraphs (2) and (3) of  
(company)  
the Affidavit.

\_\_\_\_\_  
Name:  
Title:  
Company:

**Sworn to and subscribed before me** at Houma, Louisiana,

on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

“B”

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
MINIMUM INSURANCE REQUIREMENT FOR CONTRACTORS  
AND SUBCONTRACTORS  
(OTHER THAN NEW CONSTRUCTION OR RENOVATIONS)  
**(to be turned in within ten (10) days after Notice of Award)**

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 subcontractors. The cost of such insurance shall be included in the bid. TPCG (Terrebonne Parish Consolidated Government)

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. 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 unacceptable. The “occurrence form” shall not have a “sunset clause”.
2. Insurance Services Office form number CA0001 (Ed.1/78) covering Automobile Liability and endorsement CA0025 or CA0001 12 90. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers’ Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. 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).
2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
3. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers Liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

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 retention’s 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 and Automobile Liability Coverage

- a. TPCG, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “additional insureds” 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. It is understood that the business auto policy under “Who is an insured” automatically provides liability coverage in favor of TPCG.
- 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 is brought, except with respect to the limits of the insurer’s liability.

##### 2. Workers’ Compensation and Employer’s Liability Coverage

The insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for TPCG. Terrebonne Parish Consolidated Government and Contractor mutually agree that it is their intention to recognize Terrebonne Parish Consolidated Government as the statutory employer of the Contractor’s employees (whether direct employees or statutory employees of the contractor) when any of the contractor’s employees are doing work and/or providing service under this agreement.

##### 3. 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 A.M. BEST’S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers’ compensation coverage only for those contractors whose workers’ compensation coverage is placed with companies who participate in the State of Louisiana Workers’ Assigned Risk Pool or Louisiana Workers’ Compensation Corporation.

#### 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 complete, certified copies of all required insurance policies, at any time.

**G. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

## 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
- State Contractor's License (bids over \$50,000)

**OR**

2. Bids can be electronically submitted as per instructions on the CAH site and accompanied by the required documents herein. **LINK:** <http://www.centrauctionhouse.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
- 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: 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)
- Technical Specifications

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

- Non-Collusion Affidavit
- Insurance Certificate