TERREBONNE PARISH CONSOLIDATED GOVERNMENT
SOLID WASTE DIVISION

REQUEST FOR PROPOSALS
#19-SWHHM-27
PROPOSAL DOCUMENTS
FOR
HOUSEHOLD HAZARDOUS MATERIAL (HHM)
COLLECTION EVENT

INVITATION TO PROPOSERS

Sealed proposals will be received on **Thursday, August 22, 2019** by the Terrebonne Parish Consolidated Government Purchasing Division, , at City of Houma Service Complex, 301 Plant Road, in Houma, Louisiana 70363 until 10:00 A.M. as shown on the Purchasing Division Conference Room Clock at which time sealed proposals shall be publicly opened and the name of the Proposers read aloud.

The Request for Proposal is available in electronic form at the Terrebonne Parish Consolidated Government website http://www.tpcg.org/bids. Proposal documents are also posted on www.centralauctionhouse.com. To view these, download, and receive proposal notices by email, you have to register with Central Auction House (CAH). For information or technical support about the electronic submittal process on the Central Bidding website, please contact Central Bidding Support at (833) 412-5717 or send an e-mail to info@centralbidding.com .

Each proposal shall be either hand delivered by the proposer or his agent in which instance the deliverer shall be handed a written receipt, or such proposal shall be sent by United States Postal Service registered or certified mail with a return receipt requested. Proposals shall not be accepted or taken, including receiving any hand delivered proposals, on days which recognized as holidays by the United States Postal Service.

Request for Proposals (RFP): **#19-SWHHM-27** HOUSEHOLD HAZARDOUS MATERIAL (HHM) COLLECTION EVENT IN TERREBONNE PARISH, LOUISIANA

Proposals must be submitted on the Official Proposal Forms furnished with the Proposal Documents. Specifications and proposal forms are on file at the City of Houma Service Complex Purchasing Division, 301 Plant Road in Houma, Louisiana and may be obtained by prospective Proposers at no cost. Please contact Clay Naquin, Solid Waste Administrator at 985-873-6739 with regard to the specifications or contact Angela Guidry, Purchasing and Warehouse Manager at 985-873-6754 or Sharon Celestin, Sr. Procurement Specialist at 985-873-6821 for any clarifications about the proposal documents.

A proposal will be considered responsive if it conforms in all respects with the conditions and requirements of the Proposal Documents. In order to be considered responsive, Proposals must, (a)be fully completed, signed and be responsive in all respects to the conditions of the Instructions to the Proposers; (b) be made on the Proposals Forms provided and submitted intact as part of the Contract Documents; (c) be accompanied by the required items listed in the appropriate sections of the Proposal documents.

The Terrebonne Parish Consolidated Government (TPCG) reserves the right to reject any and all proposals.

/s/Gordon Dove
Gordon Dove, Parish President

I N S T R U C T I O N S T O PROPOSERS

PART I: GENERAL

The Contractor awarded this Contract shall provide all equipment, labor and materials necessary to collect and dispose of hazardous materials from parish residents, as specified herein. The selected Contractor may also be required to assist in the planning, supervision and staffing of the HHM event. Terrebonne Parish Consolidated Government is designated as the Owner or TPCG.

PART II: ADMINISTRATION

2.1 Proposal Submittal

This RFP is available in electronic form at the TPCG website http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities. It will be available in PDF format or in printed form by submitting a written request to Angela Guidry, Purchasing and Warehouse Manager or Clay Naquin, Solid Waste Administrator.

It is the Proposer's responsibility to check the TPCG's website frequently for any possible addenda that may be issued. The TPCG is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received in hard copy (printed) form by the TPCG Purchasing Division **no later than the date and time shown in the Invitation to Proposers.** Fax or email submissions are not acceptable.

> Important -- Clearly mark outside of envelope, box or package with the following information and format: Proposal Name: **#19-SWHHM-27** HOUSEHOLD HAZARDOUS MATERIAL (HHM) COLLECTION EVENT IN TERREBONNE PARISH, LOUISIANA Proposal Opening Date and Time: Thursday, August 22, 2019 @ 10:00 am

Each proposal shall be either hand delivered by the Proposer or his agent in which instance the deliverer shall be handed a written receipt, or such proposal shall be sent by United States Postal Service registered or certified mail with a return receipt requested. Proposals shall not be accepted or taken, including receiving any hand delivered proposals, on days which recognized as holidays by the United States Postal Service.

Proposals may be mailed through the U. S Postal Service to our physical location at:

Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, Louisiana 70363

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

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

2.2 Proposal Response Content

To standardize and simplify the evaluation of responses, proposals should contain all of the following information and be organized in the sequence indicated below. All of the sections should be appropriately labeled and bound together under a single cover not to exceed two (2) volumes with any identified appendices included as a separate volume.

A. **Cover Letter:** A cover letter should be submitted on the Proposer's official business letterhead and generally exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services requested and confirm that the Proposer is willing to enter into a contract with TPCG to perform those services as required. The cover letter should also identify the person(s) authorized by the Proposer to contractually obligate the Proposer and the person(s) who will address technical and contractual matters throughout the evaluation period. By signing the cover letter and the proposal, the Proposer certifies compliance with the signature authority required in accordance with LA R.S. 38:2212B(5) as may be amended.

B. **Company Description and Experience:** Evidence that the Proposer is in good standing and qualified to do business in the State of Louisiana and in the case of a corporation organized under the laws of any other state, evidence that the Proposer is licensed to do business in the State of Louisiana. NOTE: Contractor shall be required to obtain any and all necessary licenses and permits.

C. **Disposal Facilities:** Respondents shall provide a list of final disposal facilities for materials that are collected. The list shall include:

Name and phone number of disposal facility
EPA ID
Type of facility

D. **Narrative:** Respondents should provide a narrative that includes details of how materials will be handled or segregated for shipment.

E. **Conflict of Interest Disclosure:** All Respondents providing a response to this RFP shall provide a clear and unambiguous indication of any potential or real conflicts of interest it may have with respect to performing work on behalf of

TPCG. TPCG shall make the final determination as to whether any potential or real conflict of interest exists.

F. **Price Proposal:** Respondent's price proposal shall be submitted on Respondents Company Letterhead and signed by an individual with signature authority.

2.3 Number of Response Copies

Each Proposer shall submit one (1) bound signed original response. Two (2) bound additional copies.

2.4 Legibility / Clarity

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

2.5 Proposal Clarifications Prior to Submittal

2.5.1 Proposer Inquiry Periods

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

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the Inquiry Deadline date set forth in Section 1.1 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the TPCG. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation should be delivered to the TPCG's contact person for this solicitation, Angela Guidry, by mail, express courier, e-mail, hand, or fax:

Administrative Inquiries:
TPCG Purchasing Division
Attention: Angela Guidry
301 Plant Road
Houma, LA 70363
E-Mail: aguidry@tpcg.org
Phone: (985) 873-6754 / Fax (985) 873-6766

Technical Inquiries:
TPCG Solid Waste Division
Attention: Clay Naquin
P. O. Box 2768
Houma, LA 70361
E-Mail: cnaquin@tpcg.org
Phone: (985)873-6739 / Fax (985)873-6760

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the TPCG. Any communications from any other individuals are not binding to the TPCG.

An addendum will be issued and posted at the TPCG website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any TPCG employee. It is the Proposer's responsibility to check the TPCG website frequently for any possible addenda that may be issued. The TPCG is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest. Such protest shall be made in writing to the Purchasing Manager at least two (2) days prior to the deadline for submitting proposals.

2.6 Errors and Omissions in Proposal

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

2.7 Performance Bond

The successful Proposer shall be required to provide a performance and payment bond in an amount at least equal to the Contract Price as the faithful performance of all CONTRACTOR'S obligations under the Contract Documents at the time of execution of the contract. Any performance and payment bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance and payment bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance and payment bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

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

If the Surety on any Bond furnished by Proposer is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the above clauses, Proposer shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

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

2.8 Changes, Addenda

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

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

2.9 Withdrawal of Proposal

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

2.10 Material in the RFP

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

2.11 Waiver of Administrative Informalities

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

2.12 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the TPCG to award a contract. The TPCG reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the TPCG to do so. Further, the TPCG reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Parish Administration and the Terrebonne Parish Council.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see, La. R.S. 12:163) and limited liability companies (see, La. R.S. 12:1308.2) must be in good standing with the Louisiana Secretary of State in order to hold a contract with the TPCG.

2.13 Ownership of Proposal

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

2.14 Cost of Offer Preparation

The TPCG is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the TPCG.

2.15 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of

precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

2.16

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

2.17 Proposal Validity

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

2.18 Prime Contractor Responsibilities

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

2.19 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

2.20 Oral Discussions/Presentations

The TPCG, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the TPCG reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

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

Written or oral discussions/presentations for clarification may be conducted to enhance the TPCG's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

2.21 Acceptance of Proposal Content

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

2.22 Evaluation and Selection

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

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Submittals will be evaluated based on the following general criteria and their respective weights of consideration:

Evaluation Criteria	Possible Points
Technical Approach / Capabilities. Adequacy to achieve requirements of the Scope of Work / Services. Comprehensive Approach and Understanding of Needs. Labor and Equipment Dedication / Disposal Methods	25
Proposers Qualifications. Relevant experience and capabilities of Respondent.	20
Functional. Proposer's ability to respond on time with resources required. Skills in HHM collection and disposal. Experience providing equal or greater level of service under similar circumstances.	25
Cost	30

Written recommendation for award shall be made to the Parish President for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, price and other factors considered.

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

2.23 Best and Final Offers (BAFO)

The TPCG reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the TPCG in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the TPCG to a commitment to enter into a contract.

2.24 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most responsive to the TPCG's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the TPCG may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. Parish President and Parish Council must approve the final contract form and issue a purchase order, if applicable, to complete the process.

2.25 Contract Award and Execution

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

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

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

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

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

The TPCG intends to award to a single Proposer.

2.26 Contract Period The Contract period shall begin on _____. The Contract shall be for a three (3) year period beginning on the effective date, and ending three (3) years thereafter. The initial three (3) year term of this Contract may be extended for a three (3) additional successive one (1) year terms, not less than ninety (90) days prior to the expiration of the then current Contract term.

The fees charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the National Consumer Price Index (CPI-U) for all Urban Wage Earners, applicable to the U.S. City Average and published by the US Department of Labor, Bureau of Labor Statistics. At the start of the second year of the Agreement and every year thereafter the fees for compensation shall be adjusted by a percentage amount equal to the net percentage change in the CPI and this adjustment shall not exceed 7%. Beginning with the first month of the second year, the net change shall be the difference between the said CPI for the last full month preceding the Agreement and the last month of the first year. Subsequent years of the Agreement shall be adjusted annually, based upon the net change for the preceding twelve (12) month period. Such adjustments will be requested by the Contractor from the Owner. Approval of such requests will not be unreasonably withheld.

2.27 Contract Documents

The Contract Documents shall include the Invitation to Proposers, Instruction to Proposers, Scope of Work/Services, Addenda, Proposal Forms, Insurance Certificates, Proposal Responses, Attachments, and all properly authorized modifications. Any change in the Contract must be accomplished by a formal Contract Amendment signed and approved by the duly authorized Representative of the Contractor and of the Terrebonne Parish Consolidated Government. The Contract Documents shall be construed in accordance with the State of Louisiana Laws.

2.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, TPCG will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract.

TPCG will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with the TPCG Protest Policy, to the Purchasing and Warehouse Manager.

2.29 Protest Procedure

Applicability

This policy applies to any person adversely affected by an intended decision or action to the respect of any formal solicitation or any other procurement issues.

Timelines

Protest of Solicitation

Protests with respect to a solicitation shall be submitted in writing at least two (2) days prior to the opening of bids or proposals.

Protest of a Bid Award

Protests with respect to the award of a bid shall be submitted in writing within fourteen (14) days of the contract award.

Protest of a Proposal Award

Protests with respect to the award of a proposal shall be submitted in writing within seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) from the time of being notified of the intended award.

Procedure

Protests shall be submitted to the Purchasing Manager. The protest shall clearly set out the reason for protest. All divisions, departments, and project managers shall immediately inform the Parish Attorney of potential or pending protests.

Types of Protest

Protest of Solicitation

For example, solicitation protests often stem from allegations of unduly restrictive specifications, which limit the source(s) that can comply with all the specifications as written.

Protest of an Award

Award protests generally arise where an aggrieved party alleges that the award was made to a bidder or proposer that did not meet or comply with all the specifications; did not meet or comply with requirements of the Request for Proposals (RFP); did not meet or comply with the Louisiana Public Bid Law.

Effects of Protest

Protest of Solicitation

If a timely protest is received, the bids or proposals shall be impounded and cannot be opened until the protest has been resolved. Specifications cannot be protested after bids or proposals are opened.

Protest of an Award

If a timely protest is received, the award shall be stayed until the protest has been resolved, unless the bid or proposal is declared as an emergency.

Written Protest Contents

The formal written protest shall contain the following:

1. Solicitation number and title
2. Name and address of the division and/or department affected
3. Name and address of the affected party and the title of the person submitting the protest
4. A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must indicate so.
5. Concise statement of the facts alleged and the rules, regulation, statutes, ordinances, and constitutional provisions entitling the affected party relief requested
6. The statement shall indicate the relief to which the affected party deems himself/herself entitled.
7. Such other information as the affected party deems to be material to the issue

Authority to Resolve Protests

The Purchasing Manager or his designee shall have authority, prior to the commencement of an action in court concerning the controversy, to review a protest of an aggrieved bidder, proposer, offeror, or contractor concerning the solicitation or award of a contract.

Decision

If the protest is not resolved by mutual agreement, the Purchasing Manager or his designee shall, within fourteen (14) days, issue a decision in writing. The decision shall:

1. State the reasons for the action taken; and
2. Inform the protestant of its right to judicial review as provided by law

Notice of Decision

A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

Finality of Decision

A decision under the subsection titled **Authority to Resolve Protests** previously shall be final and conclusive.

2.30 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Angela Guidry, Purchasing and Warehouse Manager. Contact may be made by phone at (985) 873-6754 or E-mail to aguidry@tpcg.org

2.31 Insurance Requirements

Contractor shall furnish the TPCG with certificates of insurance effecting coverage(s) required by the RFP. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the TPCG before work commences. The TPCG reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as required by the RFP for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

2.32 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

2.33 Indemnification

The Contractor agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their 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, including loss of use, which may occur or in any way grow out of any act, omission, negligence, or strict liability of Contractor, its agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including any and all costs, expense and/or attorney's fees incurred by the Terrebonne Parish Consolidated Government, all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action, except those arising out of the sole negligence of the Terrebonne Parish Consolidated Government, its departments, agencies, councils, boards and commissions, their officers, agents, servants and/or employees including volunteers. This indemnification does apply to any strict liability of the Terrebonne Parish Consolidated Government, all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at the sole expense related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

2.34 Termination

2.34.1 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.

2.34.2 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.

2.34.3 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.

2.34.4 Force Majeure

In the event of Force Majeure, the TPCG may terminate this agreement by written notice following such casualty and the TPCG shall not be responsible for any damages sustained by Contracting Party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of the TPCG.

2.35 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.

2.36 No Guarantee of Quantities

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

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

2.37 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

2.38 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.

2.39 Record Retention

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

expiration of the contract.

2.40 Content of Contract / Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

2.41 Contract Changes

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

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

2.42 Substitution of Personnel

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

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the TPCG for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor’s proposal.

2.43 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the contract shall be in the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

2.44 Claims or Controversies

The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.

2.45 Dispute Resolution

Owner and Contractor may agree to decide claims, disputes and other matters and questions arising out of or relating to the Changes in Work by arbitration. Otherwise, any such claims, disputes and other matters and questions arising out of or relating to the Changes in Work shall be decided under the laws of the State of Louisiana in the 32nd Judicial District Court in and for the Parish of Terrebonne, State of Louisiana.

2.46 Equal Employment Opportunity

Proposer acknowledges that all contracts shall contain provisions requiring compliance with E. O. 11246, "Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

2.47 Copeland "Anti-Kickback" Act

Proposer acknowledges that all construction/repair contracts and sub-grants in excess of $2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

2.48 Clean Air Act

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

2.49 Federal Water Pollution Control Act

Proposer 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.

2.50 Byrd-Anti-Lobbying Amendment

The Contractor will be expected to comply with Federal statutes required in the Byrd Anti-Lobbying Amendment, 2 CFR 200 Appendix II(J) and 31 U.S.C. 1352 as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II(I).

2.51 Debarment and Suspension

Proposer 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.

2.52 Warranties

Proposer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

2.53 Code of Ethics

The Proposer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

2.54 E-Verify

Contractor acknowledges and agrees to comply with the provisions of LA R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under the Contract.

2.55 Non-Collusion Affidavit

Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, in the form provided with the proposal forms, at the time of submittal or within ten (10) days thereafter, to the effect that he has not colluded with any other person, firm or corporation in regards to any Proposal submitted.

PART III: REVIEW AND EVALUATION:

The proposal will be reviewed to ensure the minimum requirements of the RFP have been met. Failure to comply with the required forms, documents and submission requirements listed in the RFP may render a proposal as non-responsive and result in the rejection of the entire proposal. Further evaluation will not be performed.

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

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

3.1 Price Proposal

The information provided by the Respondents will be used in the evaluation to calculate the lowest cost to TPCG.

3.2 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

3.2.1 Proposers Qualifications
3.2.2 Comprehensive Approach and Understanding TPCG Needs
3.2.3 Labor and Equipment Dedication / Disposal Methods
3.2.4 Firm's Ability to be on time with resources needed
3.2.5 Skills in hazardous materials collection and disposal
3.2.6 Experience providing equal or greater level of service under the same or similar circumstances

PART IV: SCOPE OF WORK / SERVICES

The Terrebonne Parish Consolidated Government (TPCG) intends to conduct a parish wide Household Hazardous Material (HHM) Collection event. The TPCG is interested in securing the services to collect and dispose of hazardous materials from parish residents. The selected Proposer may also be required to assist in the planning, supervision and staffing of the HHM event. The one (1) day event is to be conducted during the _____ of 2019, in the _____ of the _____ located at _____. The selected Proposer shall be required to obtain any and all types of licenses and permits to provide the necessary services.

SERVICES PROVIDED BY CONTRACTOR

The services to be provided shall include, but are not limited to:

Prepare collection site for collection from residents of Terrebonne Parish
Site hours of operation will be from _____ am to _____
Site set up for the collection location will begin the afternoon before the collection
Supervision over the collection process
Staff the collection site with a Project Manager, Lab Pack Chemist(s), and Technician(s)
Provide health and safety orientation for the collection crew and volunteers no less than one (1) hour before the scheduled collection event start time.
Compliance with all federal, state can local regulations, ordinances and laws
Assume generator status on all shipping documents
Dispose of HHM following the below order of precedence:
Reuse

Recycle
Fuel Blend
Treatment
Incinerate
Landfill
Prepare all shipping documents and provide copies to TPCG collection representative
Conduct final closeout and cleanup of the disposal site
Provide a detailed invoice within thirty (30) days of the collection
The following equipment may be provided by TPCG
Bathroom facilities
Trash and/or cardboard recycling containers
Volunteers to survey participants and possibly pour motor oil, antifreeze and latex paint
Law enforcement officers to assist with traffic control

MATERIALS ACCEPTED

- Acids
- Aerosol cans
- Arsenic
- Auto products including used
- Oil, antifreeze, brake fluid,
- Diesel, oil & fuel filters
- Cooking oil
- Batteries including NiCD, lead
- Acid, alkaline, rechargeable
- Bleach, bowl cleaners
- Bug sprays
- Wood preservatives
- Cleaning solvents
- Corrosive cleaners
- Degreasers
- Disinfectants
- Paint thinner
- Paint: latex and oil, stain, varnish, shellac
- Automobile tires (limit 5)
- Fluorescent tubes & compact fluorescent bulbs
- Glue
- Lawn and garden products including pesticides, herbicides, fungicides, fertilizer
- Lighter fluid
- Metallic mercury
- Moth balls
- Oven cleaner
- Drain cleaners
- Turpentine
- Polishes
- Pool chemicals

- Electronic equipment; computers, copiers, cell phones, fax machines, ink cartridges, TV's, stereos
- Propane tanks

MATERIALS NOT ACCEPTED:
Ammunition
School lab waste

- Fireworks
- Fire extinguishers
- Non-residential waste
- Appliances
- Radioactive devices (smoke/fire detectors)
- Furniture
- Large gas cylinders such as helium, Freon or acetylene
- Power tools
- All liquids in containers larger than five (5) gallons
- Styrofoam including peanuts
- Construction/demolition debris

COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable Parish, State and Federal Laws, Ordinances and Regulations provided however, that the specifications shall govern the obligation of the Contractor where there exist conflicting ordinances of Terrebonne Parish on the subject.

CONTRACTOR'S PERSONNEL

Qualified Personnel - The Contractor shall assign a qualified person or persons to be in charge of the operations within Terrebonne Parish. Such person(s) shall have full authority to immediately respond to complaints or problems and shall be able to maintain an adequate level of services as required herein. Contractor shall furnish the name(s) and information regarding the experience and qualifications of said person(s) to the Owner.

Safety - The Contractor shall provide operating and safety training for all employees and volunteers.

Nondiscrimination - The Contractor shall not discriminate against any person because of race, sex, creed, color, religion or natural origin. This nondiscrimination clause shall be included in any subcontracts associated with the performance of the Work.

Representation - The Contractor, employees, officers, agents, or anyone acting on behalf of the Contractor shall at no time be allowed to identify themselves or in any way present themselves as being employees, officers, or agents of the Terrebonne Parish Consolidated Government. Any employee so representing himself shall be discharged at

the option of the Terrebonne Parish Consolidated Government.

CONTRACTOR'S EQUIPMENT

Quantity and Condition - The Contractor shall have on hand, good working order equipment required to adequately and efficiently perform its contractual duties. Contractor shall provided a complete list of all vehicles and equipment, including all identifications required by Owner, prior to the Work. All vehicles shall be kept in good repair, appearance and in a sanitary condition at all times.

Inspections - To insure compliance with these specifications, the Owner reserves the right to inspect Contractor's Collection equipment at anytime to ascertain compliance with the Contract. The Owner reserves the right to order the Contractor to discontinue use of a vehicle that does not meet nominal standards for appearance and condition.

Markings - Each vehicle shall have clearly visible, on each side, the identity and telephone number(s) of the Contractor and the vehicle number. No advertisement shall be permitted on Collection equipment without the expressed written consent of the Owner. No political advertisement shall be permitted on Contractor's vehicles.

Hauling - All materials hauled by the Contractor shall be contained and/or enclosed so that leaking, spilling, blowing and littering are prevented. All methods of hauling waste and types of equipment utilized shall comply with all applicable La. DEQ's Regulations Governing Collectors and Off-Site transporters of Solid Waste.

Contractor's Property - The Contractor shall not transfer, sell, assign, lease, surrender, abandon, or permit to lapse his title or right of possession in and to any real or personal property and/or equipment used in the performance of this Contract without the prior written consent of the Owner. Any attempt to do so without such permission shall constitute a material breach of Contract.

OWNERSHIP - Title to all Solid Waste collected under this Contract shall pass to the Contractor when placed in the Contractor's Collection vehicle, removed by the Contractor from a Container, or removed by Contractor from the Service Unit premises whichever last occurs.

DISPOSAL - Disposal of all materials collected must be in accordance with all federal, state and locals laws, regulations, policies and procedures.

CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION

STATE OF _____

PARISH OF _____

_____, Being first duly sworn deposes and says:
hat he is _____
(A partner or officer of the firm of, etc.)

The party making the foregoing proposal or Proposal, that such proposal or Proposal is genuine and not conspired, connived or agreed, said Proposers has not colluded, conspired, connived or agreed, directly or indirectly sought by agreement or collusion, or communication conference, with any person, to fix the Proposal price of affiant or of any other Proposers, or to fix any overhead, profit, or cost element of said Proposal price, or of that of any other Proposers, or to secure any advantage against the Terrebonne Parish Government or any other party interested in the proposed Contract; and that statements in said proposal or Proposal are true.

APPEARER FURTHER DECLARES, that he will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes.

By: _____
Title

Subscribed and sworn to before me this___day of_, 2019

_____
Notary Public

(Required by Selected Firm Only)
AFFIDAVIT
VERIFICATION OF CITIZENSHIP

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 new 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

CONTRACTOR'S INSURANCE REQUIREMENTS:

ARTICLE 5 - Bonds and Insurance

5.0 TERREBONNE PARISH CONSOLIDATED GOVERNMENT, DEFINED.

For the purposes of this Article, the terms "Terrebonne Parish Consolidated Government," "TPCG," and "OWNER" shall include, but may not be limited to, all of the following entities and persons: the Terrebonne Parish Consolidated Government (a political subdivision of the State of Louisiana); the Terrebonne Parish Council (the governing body of Terrebonne Parish); their elected and appointed officials, all parish departments, districts, agencies, councils, boards, and commissions, officers, agents, servants, employees and volunteers; and the elected and appointed officials, departments, officers, agents, servants, employees and volunteers of those departments, districts, agencies, councils, boards, and commissions.

5.1 PERFORMANCE AND OTHER BONDS

5.1.1 Unless otherwise provided for in the Louisiana Public Bid Law, CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority.

Any bond prescribed by the contract documents shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of

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

5.1.2 If the Surety on any Bond or any insurance company providing any insurance overages furnished by CONTRACTOR is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, CONTRACTOR shall within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to OWNER. The OWNER reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.

5.1.3 If, at any time during the Contract Period, the CONTRACTOR fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the OWNER, the OWNER reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

5.2 INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of OWNER. This indemnification does not apply to any strict liability of the Terrebonne Parish Consolidated Government. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent.

5.3 POLICIES AND CERTIFICATES

All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

5.3.1 The Contractor/ Subcontractor's insurer will have no right of recovery or subrogation against the OWNER, Terrebonne Parish Consolidated Government (TPCG), it being the intention of the parties that the insurance policies so affected shall protect both parties and shall be primary coverage for any and all losses covered by the below described insurance. Contractor's insurers shall waive all rights against Terrebonne Parish Consolidated Government.

5.3.2 The OWNER, Terrebonne Parish Consolidated Government, shall be named as an additional insured as respects to 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 Contractor. The Commercial General Liability Policy shall include ISO Forms CG 20 10 or its equivalent.

5.3.3 The insurance companies issuing the policy or policies shall have no recourse against the OWNER, TPCG, for payment of any premiums or for assessments under any form of policy.

5.3.4 Any and all deductibles and/or self insured retentions in the below described insurance policies shall be assumed and be for the account of, and shall be borne solely by the Contractor/Subcontractor and at his sole expense without any right of reimbursement from the OWNER, and shall not exceed $10,000 per policy.

5.4 INSURANCE

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof to the OWNER of the following insurance coverages required by the contract. Insurance is to be placed with insurance companies authorized to do business and approved in the State of Louisiana with an 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' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation. Policies are to be on an Occurrence basis, Claims Made policies are not acceptable. Contractor shall provide an "All-Risk" Builder's Risk Insurance Policy covering all perils typically found and which shall include coverage for wind damage and flood.

5.4.1 All notices will name the Contractor/Subcontractor and identify the contract number. Insurance coverage specified in the GENERAL CONDITIONS *(AIA Document A 201, 1987 Edition)* is to be provided by the Contractor with the following minimum limits:

5.4.1.1 Workers' Compensation-Statutory in compliance with the Compensation Law of the State of Louisiana. Employer's liability to be $1,000,000. Alternate Employer Endorsement in favor of OWNER; Waiver of Subrogation in favor of OWNER; and Thirty (30) days prior written notice of cancellation, non-renewal, and adverse material change to OWNER. Terrebonne Parish Consolidated Government and the 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.

5.4.1.2 USL&H Coverage – If the project or any work involves wharves, piers, docks, decking, floodwalls, levees, battures, other structures or construction near, over, contiguous to or alongside any body of water the policy shall also include USL&H coverage with minimum limits of $1,000,000; and Maritime Employers' Liability insurance with minimum limits of $1,000,000. The policy shall provide:

a. Waiver of Subrogation to include any contract in favor of Terrebonne Parish Consolidated Government; and
b. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material changes to Terrebonne Parish Consolidated Government by specific endorsement to the applicable policy.

5.4.1.3 Commercial General Liability Insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage. This insurance shall include products/completed operations, contractual liability, personal injury, and without written prior approval of the OWNER, the Commercial General Liability coverages shall not exclude any standardized coverage included in the basic form or limit any coverages for this project in any way that would prohibit or limit the reporting of any claim, suit and the subsequent defense and indemnity that would normally be provided by the policy. The Certificate of Insurance shall indicate which of the seven (7) coverage requirements below are not included in the policy, if any:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;
7. Explosion, Collapse, and Underground (XCU) Coverage

Note: On the certification of insurance, under the description of operations, the following wording is required: THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT, or a copy of ISO form CG2503 (Ed. 11-85) shall be submitted.

Waiver of Subrogation to cover both oral and written contracts in favor of the OWNER and Thirty (30) days notice of cancellation, non-renewal or material change. If unable to provide and grant 30 days notice of cancellation, this should be brought to the attention of the Risk Management Department for approval.

COMBINED SINGLE LIMIT (CSL)-AMOUNT OF INSURANCE REQUIRED

Type of Construction	Projects Up To $1,000,000	Projects Over $1,000,000
NEW BUILDING:		
Each Occurrence/Minimum Limit of	$ 500,000	$1,000,000
Aggregate (Applicable to this Contract ONLY)	$500,000	$1,000,000
RENOVATION:		
Each Occurrence/Minimum Limit of Value)	$ 500,000*** (Depends on Bldg. Value)	$1,000,000*** (Depends on Bldg.
Aggregate (Applicable to this Contract ONLY)	$500,000*** (Depends on Bldg. Value)	$1,000,000*** (Depends on Bldg.

Value)

***While the minimum combined single limit of $500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at $1,000,000 intervals and rounded to the nearest $1,000,000. Example: Renovation on $33,000,000 building would require $3,000,000 minimum combined single limit of coverage.

The Contractor shall continue to maintain in its name Commercial General Liability and, if necessary, Commercial Umbrella Liability insurance that shall be written on ISO Occurrence Form CG 00 01 or an approved alternative, with a limit of not less than $1,000,000 each occurrence/$2,000,000 general aggregate and shall, at minimum, cover liability arising from products/completed operations and liability assumed under an insured contract, for at least three (3) years following substantial

completion of Work.

5.4.1.4 Business Automobile Liability Insurance with a combined single limit of $500,000 per occurrence for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverages:

1. Any automobiles;
2. Owned automobiles;
3. Hired automobiles;
4. Non-owned automobiles.
5. Pollution Liability coverage on their trucker's policy-Broad Form Transportation Pollution form CA 99 48 or its equivalent.

5.4.1.5 An Umbrella Policy may be used to meet minimum requirements.

5.4.1.6 All property losses shall be made payable to and adjusted with OWNER, TPCG.

5.4.1.7 All policies of insurance shall be approved by contracting OWNER, TPCG prior to the inception of any work.

5.4.1.8 Other insurance required is as follows:

5.4.1.7.8 Owner's and Contractor's Protective Liability Insurance shall be furnished by the Contractor and shall name OWNER, Terrebonne Parish Consolidated Government and the Architect or ENGINEER as Named Insured.

	Project Up To $1,000,000	Project Over $1,000,000
CSL - Each Occurrence	$ 500,000	$1,000,000
General Aggregate	$1,000,000	$2,000,000

Designated Project or Premises Form CG 25 11 or equivalent shall be a part of the Policy. This coverage shall be primary and non-contributory from any other insurance available to TPCG, unless that insurance is provided by a different Contractor than the one on the declarations for the same operation and project location.

5.4.1.7.8 Except for those insurance policies which require a "per

project" aggregate, all certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. OWNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work and/or during the progress of the work.

5.4.1.9 If, at any time any of the said policies shall be or become unsatisfactory to OWNER, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to OWNER, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to OWNER for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain any required insurance shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with obligations of the Contractor/Subcontractor concerning indemnification.

5.4.2 Thirty (30) days prior notice of cancellation shall be given to OWNER by registered mail, return receipt requested, on all of the required coverage provided to OWNER in the event of cancellation, non-renewal and/or any changes by insurers with regard to limits, terms or conditions (material changes). All notices will name the Contractor/Subcontractor and identify the contract number.

5.5 INFORMATION TO BIDDERS

RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR. Neither the acceptance the completed work nor payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

5.5.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" section of the contract specifications.

5.5.1.1 The contractor will acquire builders risk coverage for the full value of the

project, or in the case of a renovation, for the full value of the renovation which provides all risk coverage for direct physical loss or damage to buildings/contents or structures during the course of construction. This coverage shall not have a deductible higher than a $5,000 per occurrence. The deductible is the responsibility of the contractor, and should be taken into consideration when determining contract price.

5.5.2 If any of the insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of OWNER, OWNER may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor. However, under no circumstances shall OWNER be responsible for the payment or provision of fees to any Broker, Wholesaler, Agent or Producer involved in the placement or renewal of the policy(ies) in question.

5.5.2.1 The contractor shall purchase and maintain boiler and machinery insurance or additional property insurance as may be required by Laws and Regulations which will include the interest of OWNER, Contractor, Subcontractor, Architect and Architect's Consultants (or ENGINEER and Engineer's Consultants) in the work all of whom shall be listed as insured or additional insured parties.

5.5.3 All policies and certificates of insurance SHALL BE APPROVED BY OWNER PRIOR TO THE INITIATION OF ANY WORK. If OWNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the work on the basis of non-conformance with the Contract Documents, OWNER shall notify the Contractor in writing within fifteen (15) days after receipt of the certificates. The Contractor shall provide a written response to OWNER with objections within ten (10) days from the date of the letter request.

5.5.4 Other coverage may be required by OWNER based on specific needs. If such other coverage is required for this contact, that coverage will be described in the "Special Conditions" of the contract specifications.

5.5.6 Contractors Pollution coverage with minimum limits of $1,000,000.00 naming TPCG as an Additional Insured due to the nature of work being performed.

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

5.5.8 CERTIFICATE OF INSURANCE AND INDEMNIFICATION AGREEMENT - Contractor shall furnish OWNER 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. THESE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES, AND THEREAFTER UPON RENEWAL OR REPLACEMENT OF EACH REQUIRED COVERAGE. OWNER reserves the right to require complete, certified copies of all required insurance policies at any time and upon request.

5.5.9 INSURANCE REQUIREMENTS FOR CONTRACTORS - Contractors 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.

5.6 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

5.6.1 COVERAGE:

5.6.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence form CG 00 01"). "Claims Made" form is unacceptable. The "occurrence form" shall not have "sunset clause".

5.6.1.2 Insurance Services Office form number CA0001 covering Automobile Liability. 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.

5.6.1.3 Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

5.6.2 MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

5.6.2.1 Commercial General Liability: Minimum $500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

5.6.2.2 Automobile Liability: $500,000 combined single limit per accident, for bodily injury and property damage.

5.6.2.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana (Statutory Benefits). Employers Liability limit is to be $1,000,000.

5.6.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS - Any deductibles or self-insured retentions must be declared to and approved by OWNER, TERREBONNE PARISH CONSOLIDATED GOVERNMENT. At the option of the OWNER, Terrebonne Parish Consolidated Government, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.6.4 OTHER INSURANCE PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

5.6.4.1 General Liability and Automobile Liability Coverages

a) OWNER is 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 OWNER. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of OWNER.

b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER.

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.

5.6.4.2 Workers' compensation and Employer's Liability Coverage - The insurer shall agree to waive all rights of subrogation against OWNER for losses arising from work performed by the Contractor for OWNER.

5.6.4.3 All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, non-renewed, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested to OWNER.

5.6.5 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' Compensation Corporation Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

5.7 PARTIAL UTILIZATION - PROPERTY INSURANCE

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or allowed to lapse on account of any such partial use of occupancy.

5.8 PRIMARY COVERAGE

OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.4.1.3, 5.5.1.1, and 5.5.2.1 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by ENGINEER, engineer's consultant or subcontractor, CONTRACTOR will obtain the same.