



TERREBONNE PARISH CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG



Invitation to Bidders

Sealed bids will be received on **June 30, 2022** by the Terrebonne Parish Consolidated Government Purchasing Division, at the City of Houma Service Complex, 301 Plant Road, in Houma, Louisiana until 2:00 P.M. as shown on the Purchasing Division Conference Room Clock at which time sealed bids shall be publicly opened and read aloud in the Purchasing Division Conference Room.

Bid documents are posted on <http://www.centrauctionhouse.com/rfp.php?cid=65>. To view these, download, and receive bid notices by e-mail, you must register with Central Auction House (CAH). Vendors/Contractors have the option to submit their bids electronically or by paper copy. For information about the electronic submittal process, contact Bobby Callender with Central Auction House at (225) 810-4814.

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

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

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

Bid No. 22-SAND-29 Pumped River Sand Delivered and Self Hauled

Bidding Documents for this solicitation are on file in the office of the Terrebonne Parish Consolidated Government (TPCG) Purchasing Division at 301 Plant Road Houma, Louisiana 70360 and posted on the TPCG Website http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities.

Please contact Alissia Brown-Smith, Roads and Bridges Superintendent, at 985-873-6734 with regard to the specifications or Gina Bergeron, Procurement Specialist, III at 985-580-7272 with regard to any clarifications or information about bid submittal requirements.

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

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

Publish: June 16th & 23rd, 2022
To Courier: June 13, 2022

REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS FOR

Bid 22-SAND-29 Purchase of Pumped River Sand Delivered and Self-Hauled

Please Read Carefully

GENERAL: The Terrebonne Parish Consolidated Government (TPCG) is soliciting bids from Contractors to provide pumped river sand to the TPCG on an as needed basis. The Contractor awarded this bid shall be required to furnish and/or deliver pumped river sand as per specifications attached herein to various locations within Terrebonne Parish.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following items MUST be included with bid submittal

- Completed Official Bid Form Section "A"
- Copy of Contractor's / Vendor's Pre-Disaster and Post Disaster Plan. If said plan does not exist, please indicate so on company letterhead and submit with bid response.
- ***Signature Authorization (Required By ALL Bidders):** Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5) as follows:
 - (a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
 - (b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT TERM: The term of this contract shall be effective from the date of the Notice of Award for a period of one (1) year. The contract may be extended at TPCG's option for two (2) additional one (1) year options provided there is no change in the terms, conditions, specifications, and pricing structure unless mutually agreed upon by both parties.

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

DELIVERY: See Specifications

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

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

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

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

ENERGY CONSERVATION: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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.

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

TERMINATION OF THE CONTRACT FOR CAUSE: The TPCG may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the TPCG shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor has not corrected the failure or, in the case of failure which cannot be corrected in ten (10) days, begun in good faith to correct such failure, and thereafter proceeded diligently to complete such correction, then the TPCG may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

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

TERMINATION OF THE CONTRACT FOR CONVENIENCE: The TPCG may terminate the contract at any time by giving ten (10) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

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

CLEAN AIR ACT: 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.

The Contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT: The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by TPCG. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to TPCG the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractors must sign and submit to the non-federal entity the Certification Regarding Lobbying Form, which is attached hereto.

PROCUREMENT OF RECOVERED MATERIALS: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS: The Contractor agrees to provide TPCG, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the TPCG and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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

CLAIMS OR CONTROVERSIES: The venue of any suit filed in connection with any claim shall be the Thirty-Second Judicial Court, Parish of Terrebonne, State of Louisiana.

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.

AFFIDAVIT VERIFICATION OF CITIZENSHIP - bidders shall comply with the provisions of LA R.S. 38:2212.10 and federal law pertaining to E-verify

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

PURCHASE ORDER: The requesting TPCG Division(s) and/or Department(s) will issue a purchase order for either a delivery point or TPCG authorized pick-up to the successful Contractor, when applicable.

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

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

**OFFICIAL BID FORM
SECTION "A"**

TO: TPCG
Roads & Bridges Division
Post Office Box 2768
Houma, LA 70361

FROM: _____

PHONE: _____
EMAIL: _____

Bid 22-SAND-29 Pumped River Sand Delivered and Self-Hauled

The TPCG reserves the right to increase or decrease quantities, at the unit price stated in the bid.

.....

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) hereby proposes to provide the pumped river sand in the manner required, all in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated June 2022

Item No.	Quantity	Item Description	Unit Price	Extended Price
1	1500 cubic yards	<u>PUMPED RIVER SAND - DELIVERED:</u> Contractor shall transport sand to various locations within the geographical boundaries of Terrebonne Parish	\$ _____	\$ _____
2	750 cubic yards	<u>PUMPED RIVER SAND SELF-HAULED:</u> Contractor shall maintain a sand stockpile with loading capability for pick-up by parish trucks located within the geographical boundaries of Terrebonne Parish	\$ _____	\$ _____

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

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

OFFICIAL BID FORM
SECTION "A"
(Continued)

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

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER _____

TITLE OF AUTHORIZED SIGNATORY BIDDER: _____

DATE: _____

* Signature Authorization (Required by ALL Bidders): **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)**

“B”

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
MINIMUM INSURANCE REQUIREMENT FOR CONTRACTORS
(OTHER THAN NEW CONSTRUCTION OR RENOVATIONS)
(To be submitted within 10 days from receipt of 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: \$1,000,000 combined single limit per occurrence with a \$2,000,000 general aggregate 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. Contractors Pollution Liability: \$1,000,000 combined single limit per occurrence with a \$2,000,000 general aggregate for bodily injury and property damage.
4. 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 retentions as respects TPCG, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

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

1. General Liability; Automobile; and Contractors Pollution Liability Coverage

- a. TPCG, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “additional insured” as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and commissions or volunteers.
- c. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- d. 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 Contractor for TPCG.

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 insures 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 coverages for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION AGREEMENT

(To be submitted within 10 days from receipt of Notice of Award)

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

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

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

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

Accepted by _____
Company

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? _____ Yes _____ No

Bid No. 22-SAND-29 for **Roads & Bridges Division**
Parish Department

Purpose of Bid: Purchase of Pumped River Sand Delivered and Self Hauled

CERTIFICATION REGARDING LOBBYING

(To be submitted within 10 days from receipt of Notice of Award)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

(To be submitted within 10 days from receipt of Notice of Award)

STATE OF LOUISIANA

BID NAME: 22-SAND-29

PARISH OF TERREBONNE

LOCATION: Various Locations within Terrebonne Parish

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 _____, 20___, at _____, Louisiana.

WITNESS

CONTRACTOR/VENDOR

WITNESS

NOTARY PUBLIC

**AFFIDAVIT
VERIFICATION OF CITIZENSHIP**

(To be submitted within 10 days from receipt of 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
the Affidavit.

(company)

Name: _____

Title: _____

Company: _____

Sworn to and subscribed before me at Houma, Louisiana,
on this _____ day of _____ 20_____.

NOTARY PUBLIC

SPECIFICATIONS FOR FURNISHING PUMPED RIVER SAND

SAND:

Pumped river sand shall comply with subsection 1003.07 of the latest LDOTD standard specifications for Roads & Bridges.

1003.07 – Granular material. Granular material shall be non-plastic and siliceous material, and shall comply with subsection 1003.01 and the following gradation:

<u>U.S. Sieve</u>	<u>Metric Sieve</u>	<u>Percent Passing</u>
½ inch	12.5 mm	100
No. 10	2.00 mm	75-100
No. 200	75 mm	0-10

Self-Hauled River Sand: For “Self-Hauled” sand, the Contractor **MUST** maintain a sand pile consisting of **no less than 500 cubic yards** of river sand located within the geographical boundaries of Terrebonne Parish, which TPCG trucks can access and be loaded by Contractor’s equipment as needed during the term of the contract. Contractor shall provide an address and map to the stockpile location upon request.

- **TPCG Self Hauled load ticket should include:**
 - ✓ **Unit number of TPCG vehicle loaded**
 - ✓ **Signature and department/division of TPCG employee picking up the load**
 - ✓ **Quantity picked up**
 - ✓ **Name of person loading TPCG truck**
 - ✓ **Purchase order number (if applicable)**

Delivered River Sand: For delivered river sand, the Contractor **MUST** be able to deliver various quantities to various / multiple locations within the geographical boundaries of Terrebonne Parish. Contractor must be able to dispatch truck(s) **within two (2) hours** of notification of delivery request.

- **Contractor Hauled load tickets should include:**
 - ✓ **Location the load is being dropped**
 - ✓ **Signature and department/division of TPCG employee accepting/ordering the load**
 - ✓ **Quantity delivered**
 - ✓ **Name of driver making delivery**
 - ✓ **Purchase order number (if applicable)**

Invoices: All invoices must indicate/identify the location/address where the sand was delivered.

Pre and Post Disaster Plan: In order to ensure there is no disruption of required / requested pumped river sand, please include a copy of Contractor's / Vendor's Pre-Disaster and Post Disaster Plan. If said plan does not exist, please indicate so on company letterhead and submit with bid response.

NOTE: This bid will be awarded to the vendor who submits the lowest price on both delivered and self-hauled pumped river sand combined. Failure by a bidder to submit a bid on both delivered and self-hauled pumped river sand shall render the bid as non-responsive.

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 document thoroughly to ensure that your submission is complete.

Please check the box if you have completed the following:

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

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

OR

2. Bids can be electronically submitted via CAH site and accompanied by the required documents specified herein.

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

3. Official Bid Form Section "A":

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

- Completely filled out
- Acknowledged receipt of each addendum by inserting the number assigned on the line provided (if applicable)
- Signed and Dated
- Make/ Model/Stock/Part numbers (when applicable)
- Price(s) inserted

4. Attachment(s) to be submitted with bid:

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

Signature Authorization: (Required By ALL Bidders)

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

- Provide documentation stating that the person signing the bid is authorized to bind the company to the requirements of the bid/contract.
- The documentation provided must be signed by a member of the company with authority as outlined herein
- Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.

Copy of Contractor's / Vendor's Pre-Disaster and Post Disaster Plan. If said plan does not exist, please indicate so on company letterhead and submit with bid response.

5. Documents to be submitted within 10 days after receipt of the Notice of Award:

- Non-Collusion Affidavit
- Indemnification Agreement
- Insurance Certificate
- Certification Regarding Lobbying
- Affidavit Verification of Citizenship (E-Verify)

***If you are unclear about the "signature authorization" or any other requirement, please do not hesitate to contact the Purchasing Office at 985-580-7272**