

**TERREBONNE PARISH CONSOLIDATED
GOVERNMENT**



REQUEST FOR PROPOSALS (RFP)

#22-VEG-58

VEGETATION MAINTENANCE CONTRACT

OCTOBER 2022

TABLE OF CONTENTS

This Table of Contents is intended as an aid and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

SECTION	PAGE
Instruction to Proposers	4
Part II: Administrative- Instruction and Responsibilities	5
Part III: Review and Evaluation	25
Part IV: Scope of Work/Services	26-30
Official Proposal Form	31-32
Indemnification Agreement	33
Non-Collusion Affidavit	34
TPCG-Insurance Requirements	35
Affidavit-Verification of Citizenship	38

INSTRUCTIONS TO PROPOSERS

PART I: INTRODUCTORY MATERIAL: The Terrebonne Parish Consolidated Government (TPCG) is requesting proposals from qualified Contractors to provide Vegetation Maintenance and Control of Emergent Aquatic Vegetation as required by the specifications, Terrebonne Parish Consolidated Government Drainage Division and other agencies.

1.1 Schedule of Events	<u>DATE</u>	<u>TIME</u>
1. RFP posted to TPCG website and blackout period begins	10/18/2022	8:30am
2. Deadline to receive written inquiries	11/03/2022	11:00am
3. Deadline to answer written inquiries	11/08/2022	11:00am
4. Proposal Opening Date	11/15/2022	2:00pm
5. Oral discussions with Proposers, if applicable	TBD	
6. Notice of Intent to Award to be mailed	TBD	
7. Contract Initiation	TBD	

NOTE: The TPCG reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

PART II: ADMINSTRATIVE: INSTRUCTIONS & RESPONSIBILITIES:

2.1 Proposal Submittal Instructions: 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 Sharon Ellis, Purchasing/Warehouse Manager at sellis@tpcg.org or Carol Bascle, Forced Drainage Superintendent at cbascle@tpcg.org

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 the outside of envelope, box or package with the following information and in the following format:

- Proposal Title: #22-VEG-58 Vegetation Maintenance Contract
- Proposal Opening Date and Time: November 15, 2022, at 2:00 PM CST
- Company Name
- Company Address

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 United States Postal Service registered or certified mail with a **return receipt requested** 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.

- 2.2.1 Introduction: An introduction letter should be submitted on the Proposer's official business letterhead and state that the Proposer shall comply with all provisions in the RFP. It must include the complete name and address of the Proposer's firm and the name, mailing address and telephone number of the person the TPCG should contact regarding the proposal. The introduction 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 as follows:
- a. The signature on the Proposal 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 Proposal 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 Proposal 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 proposals 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.
- 2.2.2 General Information: Proposer should provide a brief discussion about Proposer's business history and current purpose / function in the marketplace. Proposer must include 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 possesses the applicable license to do business in the State of Louisiana.
- 2.2.3 Understanding of Project: Proposer should provide a comprehensive narrative that illustrates their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Proposers should also identify, and pertinent issues and potential problems related to the project.

Proposer should provide a detailed schedule of implementation plan. This schedule should include implementation actions, timelines, responsible parties, etc.

- 2.2.4 Management, Experience and Qualifications: Proposers should describe the experience of their firm in completing similar projects (Vegetation Maintenance). Additionally, Proposers should provide information specific to the personnel assigned to accomplish the work called for in this RFP. Proposers should provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following:
- a. Name
 - b. Title
 - c. Description of the type of work the individual will be responsible and accountable for each component and deliverable completion, and

If the Proposer intends to use subcontractors, the Proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Proposer's experience data will be used to assist in determining the qualifications of the Proposer. Proposers failing to submit the necessary data or who fail in the opinion of the TPCG to meet the requirements of the TPCG may be considered grounds for rejection of their Proposal.

Each Proposer should have the minimum qualifications as follows:

- a. Proposer (Company) should have been in existence as a business in excess of two (2) years, and has in excess of two (2) years actual operating experience in Vegetation Maintenance.
- b. Spray trucks, spray tanks, air boats, motorboats, UTV's and tractors as required and must be licensed in accordance with rules, regulations, and requirements by the Louisiana Department of Agriculture.
- c. Personnel Experience: Minimum of one (1) year in applying herbicides in the State of Louisiana and must possess a valid commercial applicators license.
- d. Supervisor Requirement: Minimum of two (2) years' experience in applying herbicide in the State of Louisiana. Supervisor must be a licensed ground applicator under the Louisiana Department of Agriculture and must be thoroughly familiar with Louisiana and Federal laws governing the application of herbicides.

Proposers should provide three (3) reference names, phone numbers, project descriptions, and dates of completion for similar projects the Proposer's firm has completed. The TPCG reserves the right to contact any references provided by the Proposer. Proposers are invited to provide letters of reference from previous clients.

The following information is to be supplied as stated above:

- a. Number of years of experience under present company name.
 - b. A list of equipment owned by the company, including the age of the equipment.
 - c. Number of full-time regular employees (do not include anyone with less than three (3) months service time).
 - d. The location and telephone number of the existing office. If no local office (50-mile radius of Terrebonne Parish) exists at this time, Proposer agrees that they shall establish an office and shop within a fifty (50) mile radius of Terrebonne Parish. Said office and shop shall be maintained the duration of the contract period. Said office shall be designated to which all notices, directions, orders, requests and complaints shall be mailed, served or delivered to under this contract. The TPCG shall be notified of the location of said office or any changes thereof.
 - e. A list of equipment and labor rates to be used on additional services for the term of the contract if needed.
- 2.2.5 Cost Proposal: Respondents must include Section “A” Official Proposal Form with their response to this RFP submission.
- 2.2.6 Attachments: Additional information, which the Proposer feels will assist in the evaluation, should be included. Proposers may include a maximum of ten (10) pages of additional and/or miscellaneous information, not included in the above descriptions, which may be useful and/or applicable to this RFP.
- 2.2.7 Conflict of Interest Disclosure: All proposers providing a response to this RFP should 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.

2.3 Number of Response Copies: Each Proposer should submit one (1) bound signed original response and two (2) additional copies of the proposal should be provided, electronic copy on a USB Flash Drive and one (1) redacted copy should the Proposer feel that it would be applicable. NOTE: A redacted copy is not required but can be submitted should the Proposer feel that his/her original proposal contains any proprietary, trade secrets and/or confidential information.

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 Confidential Information, Trade Secrets and Propriety Information: The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The cost proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The TPCG reserves the right to make any proposal, including proprietary information contained therein, available to TPCG personnel or organizations for the sole purpose of assisting the TPCG in its evaluation of the proposal. The TPCG shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

If your proposal contains confidential information, you should submit a redacted copy as stated in section 2.3 along with your proposal if you intend to maintain confidentiality. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

2.6 Proposal Clarifications Prior to Submittal:

2.6.1 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.

a. 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.

b. Inquiries concerning this solicitation should be delivered to the TPCG’s contact person for this solicitation, Sharon Ellis, Purchasing & Warehouse Manager by mail, express courier, e-mail, hand, or fax:

Administrative Inquiries:

TPCG Purchasing Division
Attention: Sharon Ellis
301 Plant Road
Houma, LA 70363
E-Mail: sellis@tpcg.org
Phone: (985)873-6821 / Fax (985)873-6766

Technical Inquiries:

TPCG Drainage
Attention: Carol Bascle
Post Office Box 2768
Houma, LA 70361
E-Mail: cbascle@tpcg.org
Phone: (985)873-6717

Only the person identified above or their designee has the authority to officially respond to Proposer’s questions on behalf of the TPCG, including during the Blackout Period. 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.

2.6.2 Blackout Period: The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer or its Agent or Representative, is prohibited from communicating with any Parish employee or Contractor of the Parish involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Parish employees, but also to any Contractor of the Parish. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Contractor, the TPCG and the incumbent Contractor may contact each other with respect to the existing contract only.

Under no circumstances may the TPCG and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Proposer or Contractor who violates the Blackout Period may be liable to the TPCG in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification. Any costs associated with cancellation or termination will be the responsibility of the Proposer.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to TPCG Protest Policy;
2. Duly noticed site visits and/or conferences for Proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

2.7 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.

2.8 Performance Bond: The successful Proposer shall be required to provide a performance bond in the amount of One Hundred Fifty-Seven Thousand, Five Hundred Dollars (\$157,500) as the faithful performance of all CONTRACTOR'S obligations under the Contract Documents at the time of execution of the contract. Any performance 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 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 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 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.

NOTE: The successful Proposer may provide an Irrevocable Letter of Credit Agreement in lieu of the Performance Bond. The Irrevocable Letter of Credit Agreement shall be developed through the Bank, Contractor and the TPCG, which will be reviewed by the TPCG Legal Department.

The performance bond, or Irrevocable Letter of Credit Agreement 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.

2.9 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.

Addenda may be issued to modify the Proposal Documents as deemed advisable by TPCG. Prior to submittal of Proposals, each Proposer should acknowledge that he has received all addenda issued. The Proposer is requested to acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Official Proposal Form Section "A".

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.

2.10 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.

2.11 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.

2.12 Waiver of Administrative Informalities: The TPCG reserves the right, at its sole discretion, to waive administrative formalities contained in any proposal.

2.13 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, is authorized to reject a proposal 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 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.

2.14 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.

2.15 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.

2.16 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.

2.17 Taxes: The successful Proposer must register with the Terrebonne Parish Sales and Use Tax Department for Use Tax purposes. It is understood that all applicable taxes are included in the proposal prices. The successful Proposer, as an authorized agent of the TPCG, will be authorized by TPCG to receive an exemption from Louisiana State Sales Taxes related to the work performed. As such, the proposed prices should reflect this exemption.

2.18 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.

2.19 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.

2.20 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 with the terms and conditions of the contract by the subcontractor.

2.21 Written or 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.

2.22 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.

2.23 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:

Category / Description	Points Available
Qualifications of firm and team assigned to this project	Up to 30 points
Experience of Proposer (years experience); number of similar projects; references	Up to 30 points
Methodology, Approach, Understanding	Up to 10 points
Price Proposal	Up to 30 points
MAXIMUM POINTS AVAILABLE	100

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.

2.24 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.

2.25 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.

2.26 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. Proposers should address the specific language in the contract documents and sample contract if attached hereto this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days, or the selected Proposer fails to sign the contract within **ten (10) calendar** days of delivery of the document, 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.

2.27 Contract Period: The contract period shall begin upon execution of the contract. The contract shall be for a two (2) year period beginning on the effective date, and ending two (2) years thereafter, or the completion of work orders given. The initial two (2) year term of this contract may be extended for an additional one (1) year term provided there is no change in the terms, conditions, specifications, and pricing structure.

2.28 Non-Exclusive Contract: It is the intent of the TPCG to designate a primary Contractor. However, the TPCG reserves the right to obtain estimates or quotations for any work of any nature or kind that TPCG may require, at its sole judgment, when this action best serves the TPCG and community.

2.29 Contract Documents: The Contract Documents shall include the Contract, Invitation to Proposers, Instruction to Proposers, Scope of Work/Services, Addenda, Proposal Forms, Insurance Certificates, Bonds or Letter of Credit Agreement, 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.

2.30 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. A contract shall be completed and signed by all parties concerned on or about the date to be provided in the letter of "Notice of Intent to Award". If this date is not met, through no fault of the TPCG, the TPCG may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

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 Procedure.

2.31 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.

2.31 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 Sharon Ellis, Purchasing and Warehouse Manager. Contact may be made by phone at (985) 873-6821 or E-mail to sellis@tpcg.org.

2.32 Insurance Requirements: Contractor shall furnish the TPCG with certificates of insurance effecting coverage(s) as described herein. 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 shown in attached for the full term of the contract. Failure to comply may be grounds for termination of the contract.

2.33 Subcontractor Insurance: 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.

2.34 Indemnification: To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER, Terrebonne Parish Consolidated Government, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, 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 there from, which may occur, be caused by, or in any way resulting 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, Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands 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, Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers.

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 suite is groundless, false or fraudulent.

The Indemnification Agreement shall be properly signed and submitted with the Service Contract. Also included shall be an appropriate Power of Attorney, Corporate Resolution with certification of corporation's secretary, or other explicit written evidence of the representative's authority to sign said Indemnification Agreement.

2.35 Additional Work: It is contemplated that additional work not specifically spelled out in this contract may be performed by contractor for TPCG. In that event each and every provision of the foregoing insurance requirements and hold harmless and indemnity agreement shall be applicable to said additional work.

2.36 Personnel On Call: TPCG requires that it be able to reach a representative of contractor during non-business hours, nights, weekends, and holidays to order necessary work hereunder. Contractor must submit names of at least three persons, with non-office numbers and upon the signing of the contract a contactable employee cell number to respond to non-business hour calls.

2.37 Termination

2.37.1 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 fifteen (15) 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 fifteen (15) 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.

2.37.2 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.

2.37.3 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.

2.37.4 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.

2.38 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.

2.39 No Guarantee of Quantities: The quantities given on the Official Proposal form are approximate only, and will be used solely for the comparison of Proposals received. It shall be understood that actual quantities of the proposed work may be greater or less than those provided on the Official Proposal Form without invalidating any of the unit prices proposed. 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.

2.40 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.

2.41 Remedies for Breach: Proposer acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

2.42 Access to Records: Proposer acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authoring the recipient, U S Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

2.43 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".

2.44 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.

2.45 Contract Work Hours and Safety Standards Act: Proposer acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

2.46 Rights to Inventions Made Under a Contract or Agreement: Proposer acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements”.

2.47 Clean Air Act: Proposer 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.

2.48 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.

2.49 Byrd Anti Lobbying Amendment: Proposer acknowledges that Subrecipients applying or bidding for an award of \$100,000 or more, shall certify that they have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence or officer or employee of any agency, a member of Congress, officer or employee of Congress,

or any employee of a member of Congress in connections with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352.

2.50 Debarment and Suspension: Proposer acknowledges that 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.

2.51 Energy Efficiency: Proposer acknowledges the 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 (P.L. 94-163).

2.52 Record Retention: Proposer acknowledges that contracts shall include a provision for the retention of records pursuant to CFR 200.333.

2.53 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 provisions advantageous to TPCG.

2.54 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.

2.55 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.

2.56 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.

2.57 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.

2.58 Proposer’s Certification of No Federal Suspension or Debarment: By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in “Audit Requirements in Subpart F of the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (formerly OMB Circular A-133).

2.59 Continuing Obligation: Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

2.60 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.

2.61 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. All work including labor and materials performed under this contract shall be warranted against defects for a period of one (1) year.

2.62 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.

2.63 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.

2.64 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 regard 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 in response to this section 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 Qualifications of firm and team assigned to this project
- 3.2.2 Experience of Proposer; Number of similar projects; References
- 3.2.3 Methodology; Approach; Understanding

PART IV SCOPE OF WORK / SERVICES:

4.1 Scope: Vegetation Maintenance and control of emergent aquatic vegetation as per attached schedule. CONTRACTOR shall furnish all labor, material, equipment, spray trucks, supervision, insurance and proper license to apply chemicals for control of all grasses, broadleaf weeds and vines, except Bermuda grass, by means of spraying and mowing as required by the Terrebonne Parish Drainage Division.

4.2 Equipment Required: All equipment must be inspected and licensed by the State of Louisiana and must be designed and suited for chemical applications and / or mowing. CONTRACTOR shall provide equipment and personnel of sufficient quantity and quality to perform work in a timely and safe fashion while adhering to required height allowances. The OWNER reserves the right to reject and require replacement of equipment if it feels it is unsuitable. OWNER will provide CONTRACTOR with an explanation, in writing, of how that determination was made.

All mobile equipment shall be equipped with GPS with TPCG Roads & Bridges granted full access to tracking software.

4.3 Overtime: Overtime rates shall be at 1.0 regular rates for labor and equipment. Any other overtime costs shall be born by CONTRACTOR. CONTRACTOR will comply with current state and federal laws regarding overtime.

4.4 Chemicals: The use of **ARSENIC** is strictly **prohibited**. All chemicals used shall conform to all Local, State and Federal Regulations.

Contractor shall furnish Material Safety Data Sheets for all products, in compliance with the “Right to Know” law. Material Safety Data Sheets, upon award of the Contract, shall be submitted to Carol Bascle, Superintendent with the Drainage Division, Public Works Department.

Examples of acceptable Non-Cropland Chemicals are:

- Element 3A
- Oust
- Outrider
- Plateau
- Roundup Custom or other Glyphosates **no less than 41% active ingredient**

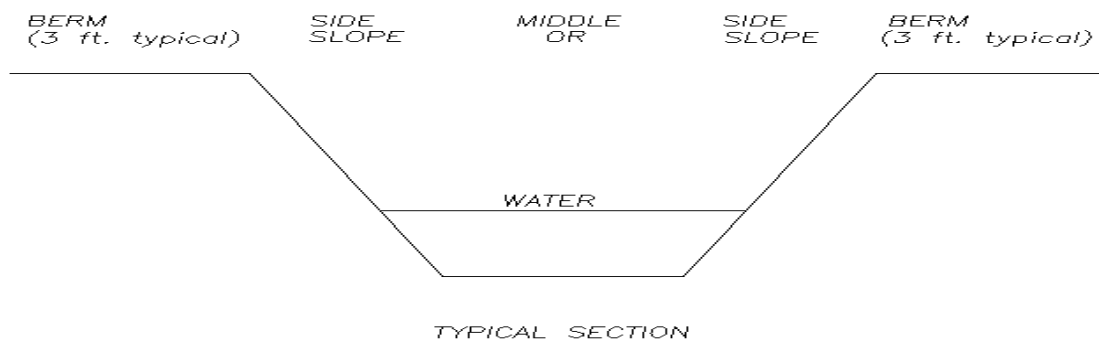
Examples of acceptable Aquatic Chemicals are:

- 2, 4 D Amine
- Diquat / Reward
- Copper Sulfate

- Sonar
- Aqua Master and other aquatic approved Glyphosates

4.5 Faulty Work: CONTRACTOR must correct all defective work and/or labor at no cost to OWNER as soon as notified.

4.6 Guaranty: Unless otherwise stipulated, CONTRACTOR shall be responsible for all work performed under this contract.



Canals are to be sprayed or tended as often as may be necessary during the term of the Contract to maintain them sufficiently free of all emergent aquatic vegetation growth, such as water hyacinths, alligator weeds, etc., including willows and cattails, within the canal sections so that the flow of water in these canals will not be impeded, all to the satisfaction of the OWNER.

CONTRACTOR to guarantee minimum of 85% brown out and control on the undesirable species. The guarantee is to also include the select spraying or tending as often as may be necessary during the term of this Contract to maintain the side slopes, middle and berms of canals, and levees. **Grass shall not be allowed to achieve a height greater than twelve inches (12") inches on the side slopes of canals and berms. Grass shall not be allowed to achieve a height greater than eighteen inches (18") on levees.**

The guarantee is also to include the select spraying or tending as often as may be necessary, as deemed by TPCG, during the term of the Contract to maintain the required height of grass in ditches. **Grass shall not be allowed to achieve a height greater than twelve inches (12") in tops and bottoms of ditches.**

Roadside and/or lateral grass are to be cut at a minimum height of four (4) inches when cutting is deemed necessary by TPCG.

Failure to meet the requirements of this section will be cause for the termination of this contract or the assessment of penalties in accordance with Section H.

4.7 Cycles: The following represents the current cycles / applications being done:

- Levees (approximately 649 acres) 4 sprays / cycles
- Aquatic (approximately 1477 acres) 3 sprays / cycles
- Laterals (approximately 1306 acres) 3 sprays / 3 cuts (Rotation)
- Roadside Spraying (approximately 162 acres) 3 sprays
- Roadside Cutting (approximately 162 acres) 3 cuts

4.8 Guaranteed Cycles: The TPCG shall guarantee the following cycles:

- Levees (spraying) May through October 2 cycles
- Aquatics (spraying) March through October 2 cycles
- Laterals (spraying) May through October 1 cycle
- Laterals (cutting) April through October 3 cycles
- Roadside (spraying) May through October 1 cycle
- Roadside (cutting) April through October 3 cycles

4.8 Penalties: At Owner’s option a penalty may be assessed for:

a. Any day that an item is not in compliance with the requirements

or

b. Any day in excess of the required time period after the initial written notification to proceed has been issued that an item remains untreated.

The amount of the penalty will be based on the following formula:

$$P = LS \times (T / CP) \times 2$$

Where P = Penalty Amount

LS = Lump Sum Amount For An Item

T = Time Period Of Noncompliance In Days

CP = Contract Period In Days

4.9 Computation of Time: A day will be a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

When a period of time is referred to in the contract documents by days, it shall be computed to include the first and the last day of such period. Weekends and holidays will be included in any such computation.

4.10 Non-Exclusivity: Successful Proposer is to be cognizant that the contract to be awarded is not exclusive and that OWNER may at discretion obtain estimates or quotations for any work required.

4.11 Payroll: OWNER reserves the right to audit payroll records of CONTRACTOR for verification of work performed and compliance with the Fair Labor Standards Act.

4.12 Additional Services: Any quantities of Work given on the Proposal Form are approximate only, and are to be used solely for the comparison of Proposals received and to establish the Contract Price for the work as awarded. The OWNER does not expressly or by implication represent the actual quantities of Work performed in accordance with the Contract Documents.

It is understood that actual quantities of Unit Price Work may overrun or under run those given in the Proposal Form without invalidating any of the unit prices proposed.

A written estimate will be obtained from CONTRACTOR prior to approval of additional work.

Labor and Equipment will be paid for at the rates shown on the equipment and labor rate sheet submitted with the bid.

4.13 Reports: Contractor's supervisor will make frequent field inspections of contract items for compliance and report daily to a Terrebonne Parish Drainage Division representative when work is in progress. Contractor's foreman will complete daily a FIELD REPORT and submit it to Terrebonne Parish Drainage Division's inspector for approval no later than two (2) weeks from the completion of those items on that report. Failure to do this may result in nonpayment for those items. CONTRACTOR may not make claims for work not performed.

4.14 Licenses: Contractor must submit with their proposal satisfactory evidence to the Terrebonne Parish Consolidated Government that it holds the following licenses:

- **Louisiana Department of Agriculture Business License**
- **Commercial Pesticide Applicator License for Right-of Ways (Category 6)**
- **Aquatic Herbicide Applicator License (Category 5) for each Supervisor**

4.15 Point of Contact: All dealings, contracts, etc. between the Proposer and TPCG shall be directed by the Proposer to the Terrebonne Parish Superintendent with the TPCG Roads Division, Public Works Department or designee and by the TPCG to the Proposer's Manager. The cell phone numbers of the Proposer's Manager shall be provided to the TPCG and shall be available twenty-four (24) hours, seven (7) days a week for emergency calls.

4.16 Complaints: All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. All complaints received must be responded to within forty-eight (48) hours.

It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify the TPCG of its disposition within twenty-four (24) hours after receipt of the complaint by the Contractor. The TPCG shall provide the Contractor a list of all complaints received by the TPCG each week. The Contractor may obtain this list from the TPCG each week by telephone, facsimile and/or a personal visit to TPCG.

The Contractor shall provide the TPCG with a full explanation of the disposition of any complaint involving a citizen's claim of damage to private property as the result of actions of Contractor's employees or agents.

4.17 Identification: The Contractor shall ensure that his/her employees will have the proper identification displayed, at all times, while on TPCG property. All employees must wear a company uniform or have picture identification badges or other company identification at all times. Contractor's vehicles and/or equipment are to have placards that identify the company name.

OFFICIAL PROPOSAL FORM

PROPOSAL # 22-VEG-58 Vegetation Maintenance Contract

The quantities referenced below 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 prices stated in the Proposal.

Description	UOM	Est. Qty	Unit Cost	Sub-Total (Qty. X Unit Cost)	Number of Cycles	Extended Cost
Levees (spraying)	acres	956			4	
Aquatic (spraying)	acres	1621			3	
Laterals (spraying)	acres	1197			3 (rotation)	
Laterals (cuts)	acres	1197			3 (rotation)	
Roadside (spraying)	acres	162			3	
Roadside (cuts)	acres	162			3	
TOTAL all columns:						

Total Extended Price Written in Words: _____

OFFICIAL PROPOSAL FORM (continued)

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

TITLE: _____

ADDRESS: _____

CITY / STATE: _____

TELEPHONE: () _____

FAX: () _____

EMAIL ADDRESS: _____

INDEMNIFICATION AGREEMENT

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
_____ agrees to investigate, handle, respond to, provide
Contractor, Subcontractor, Lessee, Supplier
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

Contract No. 22-VEG-58 for Public Works Department
Parish Department

Purpose of Contract: Vegetation Maintenance Contract

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

STATE OF LOUISIANA
PARISH OF TERREBONNE

PROJECT NAME: 22-VEG-58
Vegetation Maintenance Contract
LOCATION: Various

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 _____, 2022, at _____, Louisiana.

WITNESS

CONTRACTOR/VENDOR

WITNESS

NOTARY PUBLIC

“B”

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
MINIMUM INSURANCE REQUIREMENT FOR CONTRACTORS
(OTHER THAN NEW CONSTRUCTION OR RENOVATIONS)

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. Coverage should provide explosion, collapse and underground coverage with minimum limits of \$1,000,000 for bodily injury and property damage.
5. Workers’ Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers Liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability; 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. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of TPCG.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employer's Liability Coverage

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

3. All Coverage's

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

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with 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 insured's under its policies or shall furnish separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

**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
(company)
verification system to verify that all employees in the state of Louisiana are legal citizens of the United State or are legal aliens.
3. I verify that if _____ is awarded the contract, it shall continue, during
(company)
the 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 submit to
(company)
_____ a sworn affidavit verifying compliance with Paragraphs (2) and
(company)
(3) of the Affidavit.

Name:
Title:
Company:

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

NOTARY PUBLIC

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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