

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TERREBONNE PARISH, LOUISIANA



CONTRACT DOCUMENTS AND SPECIFICATIONS

#22-ELECDIST-59 ELECTRIC UTILITY LABOR

EQUIPMENT AND SUPPORT SERVICES

HOUMA, LOUISIANA

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

Gordon Dove
PARISH PRESIDENT

TERREBONNE PARISH COUNCIL

COUNCIL PERSON	DISTRICT	COUNCIL PERSON	DISTRICT
John Navy	1	Darrin Guidry	6
Carl Harding	2	Daniel Babin	7
Gerald Michel	3	Dirk Guidry	8
John Amedée	4	Steve Trosclair	9
Jessica Domangue	5		

CONTRACT DOCUMENTS & SPECIFICATIONS
PROPOSAL FOR
ELECTRIC UTILITY LABOR
AND
EQUIPMENT SERVICES

Prepared By:

Terrebonne Parish Consolidated Government
Department of Utilities

Notice to Bidders

Sealed proposals will be received on **November 18, 2022**, by the Terrebonne Parish Consolidated Government Purchasing Division in the City Service Complex, 301 Plant Road, Houma, Louisiana, until 2:00 PM CST. At 2:00 PM CST as shown on the Purchasing Division Conference Room clock all proposals will be publicly opened and only the names of the Proposers who submitted proposals will be read aloud.

This Request for Proposals is available in electronic form at the Terrebonne Parish Consolidated Government website <http://www.tpcg.org/Proposals>. Proposal documents are also posted on www.centralauctionhouse.com. To view these, download, and receive proposal notices by email, you will have to register with Central Auction House (CAH). Any questions about this process, contact Ted Fleming with Central Auction House at 1-225-810-4814.

Each proposal shall be either hand delivered by the Proposer or his agent, 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 are recognized as holidays by the United States Postal Service.

The mailing address for proposals is TPCG/Purchasing Division
 301 Plant Road
 Houma, Louisiana 70363

No proposal received after the scheduled time for opening will be considered. Failure of the U. S. Mail to deliver proposals timely shall not be considered due cause for the scheduled time of the proposal opening to be extended. Proposals received prior to the time of the scheduled opening will be securely kept unopened.

Proposal Number/Name: **#22-ELECDIST-59 ELECTRIC UTILITY LABOR
 EQUIPMENT AND SUPPORT SERVICES**

Proposal packets and forms are on file in the office of the Terrebonne Parish Consolidated Government Purchasing Division, 301 Plant Road, Houma, Louisiana, and may be obtained by prospective Proposers at no cost. A copy of the RFP can be obtained by emailing **sellis@tpcg.org** with the company's contact person, business address, phone number, and email address. Please contact Sharon Ellis, Purchasing Manager at 985-873-6821 for any clarifications or information about the proposal documents or Robert Savoie, Electric Distribution Superintendent at 985-873-6756 for any clarifications or additional information.

The envelope shall be marked with proposal title, name, and address, and state license number of the Proposer.

_____ /s/ Gordon Dove
Gordon Dove, Parish President
Terrebonne Parish Consolidated Government

General Specifications

Purpose: The purpose of this Request for Proposals is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing labor, materials, equipment and other items or services applicable or appropriate to service, maintain, inspect, upgrade and install electric utility infrastructure.

Glossary

Discussions: For the purposes of this RFP, a formal structured means of conducting written or oral communications / presentations with responsible Proposers who submit proposals in response to this RFP.

Must: Denotes a mandatory requirement

Original: Denotes must be signed in ink.

Owner: Terrebonne Parish Consolidated Government (TPCG)

Proposal: The formal written response to this document.

Proposer: Company or Firm responding to this RFP

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

RFP: Request for Proposal

Shall: Denotes a mandatory requirement

Should, May, Can: Denotes a preference, but not a mandatory requirement

SOW: Scope of Work

TPCG: Terrebonne Parish Consolidated Government

Will: Denotes a mandatory requirement

Schedule of Events: The anticipated schedule for this RFP is as follows:

	<u>DATE</u>	<u>TIME</u>
1. RFP emailed to prospective proposers	October 25, 2022	12:00 PM
2. Deadline to receive written inquiries	November 8, 2022	2:00 PM
3. Deadline to answer written inquiries	November 10, 2022	2:00 PM

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|---|---------------------------|
| 4. Proposal opening date | November 18, 2022 2:00 PM |
| 5. Oral discussions with proposers, if applicable | To be scheduled |
| 6. Notice of Intent to Award to be mailed | To be scheduled |
| 7. Contract Initiation | To be scheduled |

NOTE: TPCG reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

Preparation and Submission of Proposals: Proposals shall be submitted at the time and place indicated in the Invitation to Proposers and shall be enclosed in an opaque sealed envelope. The envelope shall be marked with the Proposal title, Proposal number and the name, address and state license number of the Proposer.

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

The mailing address for proposals is: Terrebonne Parish Cons. Government
Purchasing Division
301 Plant Road
Houma, Louisiana 70363

Proposal documents will be posted on www.centralauctionhouse.com. To view these, download, and receive Proposal notices by e-mail, you will have to register with Central Auction House (CAH). Any questions about this process, contact Ted Fleming with Central Auction House at 1-225-810-4814.

A proposer may alter or correct an entry on the proposal 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 and initials shall be legibly handwritten with ink or typed. Any ambiguity arising from entries altered or corrected on the Proposal Form will cause the rejection of said Proposal as non-responsive.

The TPCG reserves the right to determine the competence and responsibility of a Proposer from its knowledge of the Proposer's qualifications or from other sources. Following the submittal and opening of the proposals, the TPCG or its representative will conduct and finalize an investigation of the proposals to ascertain competence and responsibility of the Proposer. The Proposer, by submittal of a proposal, agrees to cooperate with the investigation.

Note: PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY THE NAMES OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

Proposer's Qualifications: This section lists the criteria to be considered in evaluating the ability of the proposer interested in providing the services specified. It is expected that the successful proposer will exceed these qualifications. Proposers of this RFP should have the following desirable qualifications:

- Proposer must be primarily and actively engaged in the business of Electric Distribution and Transmission Line installation, maintenance and inspection of up to 115KV utility infrastructure.
- Proposer shall have a proven record inspecting, repairing, upgrading and installing overhead 115KV transmission lines, and associate equipment, i.e., insulators, crossarms, conductors, steel towers, steel poles, wooden poles.
- Proposer shall have a proven record inspecting, repairing, upgrading and installing overhead 35KV sub transmission lines, and associate equipment, i.e., insulators, crossarms, conductors, steel towers, steel poles, wooden poles.
- Proposer shall have a proven record inspecting, repairing, upgrading and installing overhead 15KV distribution lines, and associate equipment, i.e., insulators, crossarms, conductors, steel towers, steel poles, wooden poles.
- Proposer shall have a proven record inspecting, repairing, upgrading and installing underground 115KV transmission lines, and submarine crossing.
- Proposer shall have a proven record inspecting, repairing, upgrading and installing underground 34.5KV sub transmission lines, and submarine crossing.
- Proposer shall have a proven record inspecting, repairing, upgrading and installing underground 15KV distribution lines, and submarine crossing.
- Proposer shall have proven record and supply supervision and line workers capable of installing, maintaining, troubleshooting and repairing transformers of all ranges and configurations.
- All work performed within the scope of this contract must be performed under the direct supervision of qualified personnel.
- Be licensed, bonded / bondable and insured to provide Electrical Labor, Equipment and Support Services as outlined in scope of work.
- Proposer must be capable to provide emergency services and up to three times the standard average crew, equipment and tooling makeup during natural disasters, including but not limited to, flooding, storms, hurricanes and tornados.
- Proposer must be able to provide copies of all applicable certifications or licenses for all individuals expected to provide the specified work as applicable by law, policy and/or ordinance.
- Proposer must provide on-call personnel and respond on site within 30 minutes of call 24 hours a day/7 day a week. The on-call makeup shall be 1 each qualified supervisor, 1 each A Class Lineman, and 1 each Apprentice lineman. A higher rank may be suitable to fill the position of a lower rank for call out purpose, however; compensation of the higher-ranking trade will be at the lower ranking capacity in which served.
- Ability to mobilize in a timely manner for all associated activities
- Equipment shall be in extraordinary condition, both mechanically and physically. Equipment shall be maintained according to manufacturer recommendations or company policy, whichever is the most stringent. All equipment shall be in quality condition, no rust or damage body parts, and shall be cleaned on a bi-weekly basis.

- All tooling and equipment shall be the responsibility of the proposer. All tradesmen shall be equipped with climbing gear.
- All rigging equipment shall be the responsibility of the proposer and shall comply with OSHA standards and be free of any frayed ropes, sling, cable and straps. All auxiliary rigging equipment shall be tagged, inspected and be within current required inspection periods. Any damaged, stretched, smashed or dented material shall be tagged “Do Not Use or Do Not Operate” and replaced or tested by authorized personnel and recertified prior to returning to service.
- All PPE shall be the responsibility of the proposer. PPE shall be tested as applicable with Federal, State and Local Codes. Approved FR clothing, FR Raingear, and dielectric boots shall also be considered PPE.

Determination of Responsibility: In conjunction with the weighted criteria being used to determine the viability of the proposer, the TPCG shall consider the proposers ability to meet or exceed the following criteria:

- Does the respondent have the necessary experience, organization, equipment, tools, technical qualifications, skills, and facilities?
- Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the respondent have adequate financial resources for performance, or has the ability to obtain such resources as required during performance?
- Does the respondent demonstrate an understanding of TPCG’s needs and proposed approach to the service contract?
- Does the respondent propose to perform the work at a fair and reasonable cost?
- Does the respondent have a satisfactory record of integrity, judgment, and performance?
- Can the respondent demonstrate safety history equal to or above industry standards?
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Respondents should ensure that their proposals contain sufficient information for the TPCG to make its determination by presenting acceptable evidence of the above to perform the SOW called for by the contract.

Proposal Form: Sealed proposals will be received in the Purchasing Division Office of the TPCG, 301 Plant Road, Houma, Louisiana 70363, until the date and hour specified in the Advertisement for Proposals, at which time they will be publicly opened. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

All proposals submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this Proposal.

TPCG reserves the right to reject any and all proposals in whole or in part and to waive any and all formalities in the best interest of TPCG, pursuant to law.

Only proposals written in ink or typewritten and properly signed by a member of the firm or authorized representative, will be accepted. Pencil and/or photo static figures or signatures will disqualify proposal.

Proposals must be submitted on the blank forms furnished with the contract documents. Proposal documents will be issued only to contractors and/or subcontractors licensed in accordance with the provisions of R.S. 37:2150 through 2173 of the Louisiana Legislature.

Unlicensed contractors must note on the proposal envelope that their proposal is being submitted under R.S. 37:2157, Paragraphs (A)(6) of the Louisiana Contractor's Law.

Proposals shall be made on the blank forms furnished (Official Proposal Forms) with this package. Amounts shall be in both words and figures, and in case of discrepancy, words shall govern. All signatures shall be in longhand, executed by a principal or officer authorized to make contracts. Proposer's legal name and address shall be fully stated.

Proposals by individuals shall be signed by the person making such proposal or the proposal must have attached power-of-attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.

Proposals by corporations shall state the full legal corporate name thereof, and the corporate address and the state of incorporation shall be provided.

Proposals by partnerships must indicate the legal name of the partnership, with the official address of the partnership and state of formation of partnership also provided.

Evidence of corporate or partnership authority shall be included in the proposal's documents, and shall be deemed sufficient and acceptable if any of the following conditions are met:

1. 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 or partnership in commendams listed in the most current partnership records on file with the Secretary of State, and such is clearly stated on the Proposal form.
2. The signature on the Proposal is that of an authorized representative of the corporation, partnership, or other legal entity and the Proposal is accompanied by a corporate resolution with certification of corporation's secretary, or if a partnership or other legal entity, explicit written evidence of the representative's authority to so act on behalf of the partnership or other legal entity.
3. The corporation, partnership, or other legal entity has filed in the records of the Secretary of State an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit proposals for public contracts, and such is clearly stated on the Proposal form.

In order to authenticate the authority of a person proposing on behalf of a limited liability company (LLC), the TPCG shall require the company submitting the proposal to provide the TPCG with the following:

1. A copy of the company's most recent articles of organization filed with the secretary of state,
2. A certificate of authenticity as to the articles of organization, in accordance with either LA R.S. 12:1305 © (5) or 1317 ©, and
3. A certificate of authority in accordance with either LA R.S. 12:1305 © (5) or 1317 © as to the Proposer's authority to act on behalf of the company.

For the most part, certificates will generally need to be signed by one member of the company, certifying that an authorized member, which may be the same member that is signing the certification, has authority to bind the company to the public contract. However, if the company has vested management of the business with managers, a manager will need to sign the certificate of authority.

Proposal Response Format: Proposer should submit a proposal as specified, which shall include enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

Proposals submitted for consideration should follow the format and order of presentation described below:

Cover Letter: A cover letter should be submitted on the proposer's official business letter head explaining the intent of the proposer. The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the TPCG.

By signing the cover letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with LA R.S. 39:1594 (Act 121).

The cover letter should also:

- Identify the submitting Proposer
- Identify the name, title, address, telephone number, fax number and e-mail address of each person authorized by the Proposer to contractually obligate the Proposer
- Identify the name, address, telephone number, fax number and e-mail address of the contact person(s) for technical and contractual clarifications throughout the evaluation period

Table of Contents: Organized in the order cited in the format contained herein.

Relevant Experience: The Respondent shall provide a project history of the firm or organization demonstrating experience with projects, contracts, and services that are similar in scope and size to the proposed work.

Past Performance on Similar Projects: Refer to Appendix “B” Additional Forms.

Project Approach: The Respondent should provide a work plan that outlines the work that they are able to provide and explain their plan to accomplish the Scope of Work. The description should include details of field operations, equipment to be used, data management operations, staffing levels, safety plan, training, employee certification program, employee retention planning and history, and other relevant information. The Respondent should describe the process to ensure timely invoicing for services / work and compliance with local, state and federal regulations and guidelines.

Staffing for Project & Qualifications of Key Personnel: The Respondent should describe the composition and structure of the firm (sole proprietorship, corporation, joint venture, etc.) and include the names of persons with an interest in the firm.

The Respondent should include an organizational chart and list all key personnel to be used to complete the Scope of Work. Resumes for each individual, including education, background and experience should be included. This section should show evidence of the firm’s ability to manage tasks simultaneously and expeditiously; approach to problem/task resolution and teamwork.

The Respondent shall provide information on any subcontractors that may be employed in performing the Scope of Work to include but not limited to rental agreements, equipment loans, borrowed equipment and contracts related to fulfill the SOW.

Financial Proposal: Prices proposed shall be firm for the duration of the contract. The financial proposal shall include any and all costs the Respondent wishes to have considered in the contractual arrangement with the TPCG.

Additional Forms: The Respondent shall submit the completed required forms included in the section titled Appendix “B” Additional Forms.

Other Information: The Respondent may provide any other information deemed pertinent which the Respondent wishes the TPCG to consider. Any exceptions that are being taken to the specifications or any other relevant information that the Proposer wishes to be considered should be included in this section.

Proposer Experience and Qualifications: History and background of Proposer, financial strength and stability, competence of management and key staff that would be assigned to the project, related services provided to government entities, existing customer satisfaction, a minimum of three (3) references including contact names, phone numbers and email addresses. Experience data will be used to assist in determining the qualifications of the proposal / Proposer. Proposers who fail to supply the necessary data or who fail in the opinion of the TPCG to meet the requirements of qualifications shall be considered grounds for rejection of the proposal. This data shall be included with the proposal.

Number of Response Copies: Each Proposer shall submit one (1) signed original response and three (3) additional copies of the proposal, an electronic copy (flash drive) as well as one (1) redacted copy, if applicable. The electronic copy may be submitted as (1) one of the additional copies.

Legibility / Clarity: Responses to the requirements of this RFP in the format 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 are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

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.

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. 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.

Written recommendation for award shall be made to the Parish President for the 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.

Evaluation and Review: Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposals. The Evaluation Committee will evaluate and score the proposals using the criteria and scoring specified in the following table:

CATEGORY	POINTS
<p>A. Qualification and Experience</p> <ul style="list-style-type: none"> • Experience performing like or comparable work • Experience of key staff in performing like or comparable work • Experience in Transmission Line Construction, Maintenance and Repair • Experience in Distribution Line Construction, Maintenance and Repair • Qualification of Proposer and staffing to be assigned to account 	<p>0-25</p>

B. Past Performance / References <ul style="list-style-type: none"> • Quality of work • Special capabilities to accomplish work • Coordination and cooperation with TPCG and others • Ability to meet deadlines and budgets 	0-20
C. Technical Capabilities <ul style="list-style-type: none"> • Size of firm • Key personnel • Available Certified technicians of each trade • Equipment and tool direction • Training 	0-20
D. Current Work Load <ul style="list-style-type: none"> • Capacity to successfully complete required work in a timely manner • Key staff accessible to TPCG staff 	0-10
E. Cost	0-25
TOTAL MAXIMUM POINTS	100

Confidential Information, Trade Secrets and Proprietary Information: The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your 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 Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the TPCG shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the TPCG’s

right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the TPCG will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the TPCG and hold the TPCG harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the TPCG to disclose the information. If the owner of the asserted data refuses to indemnify and hold the TPCG harmless, the TPCG may disclose the information.

The TPCG reserves the right to make any proposal, including proprietary information contained therein, available to TPCG procurement personnel or other agencies 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 in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from TPCG. 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 contain a letter on Proposers letterhead informing the TPCG which sections or information has been removed.”

Proposal Inquiry Periods: An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the proposal documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

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.

Further, additional questions or requests for clarification may be generated from the TPCG addendum responses. If addendums are issued, questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. 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 issued as a result of the final inquiry period.

Any person aggrieved in connection with the solicitation, or the specifications contained therein have the right to protest in accordance with R.S. 39:1671. Such protest shall be made in writing to the Purchasing Administrator at least two days prior to the deadline for submitting proposals.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any Parish employee or Parish consultant. The TPCG shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the TPCG. Answers to all questions and any other changes or clarifications to the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Administrative Inquires:

Sharon Ellis
Phone: (985) 873-6754
Email: sellis@tpcg.org
Fax: (985) 873-6766

Technical Inquires:

Robert Savoie
Phone: (985) 873-6756
Email: rbsavoie@tpcg.org
Fax: (985) 873-6770

Errors and Omissions in Proposal: The TPCG will not be liable for any error 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.

Performance and Payment Bonds: The successful proposer shall be required to provide a performance and payment (surety) bonds in an amount at least equal to the Contract Price as security for the faithful performance of all CONTRACTOR'S obligations under the Contract Documents at the time of execution of the contract. Any bonds 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 or payment bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by

this Paragraph who are not on the treasury list shall not write a performance 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 such bonds 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 CONTRACTOR 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, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

Interpretations and Addenda: All questions about the meaning or intent of the Requirements and Proposal Documents are to be directed to the Purchasing Manager. Interpretations, clarifications, or modifications considered necessary by the Purchasing Manager or Power Plant Superintendent in response to such questions will be issued by Addenda as set forth below.

Proposers shall promptly notify the Purchasing Manager in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Proposal Documents. Proposers requiring clarification or interpretation of any of the Proposal Documents shall make a written request of the Purchasing Manager at Terrebonne Parish Consolidated Government, Purchasing Division at P.O. Box 2768, Houma, LA 70361.

All requests pertaining to questions about the meaning or intent of the Proposal Documents received less than seven days prior to the date for opening of Proposals may not be answered unless, in the opinion of the Purchasing Manager or the Power Plant Superintendent, the ambiguity in the Proposal Documents is so significant that it may necessitate postponement of the Proposal date and issuance of an addendum to respond to the Proposer's request.

Any interpretation, clarification, correction, or modification to the Proposal Documents will be only by a written addendum. Interpretations, clarifications, corrections or modifications made by any other manner will not be binding and shall not be relied upon by Proposers. Addenda shall be transmitted in accordance with Louisiana Proposal Law and, as provided by law, may be used to extend the time for the opening of proposals.

Prior to submittal of his proposal, each Proposer shall ascertain that he has received all addenda issued. The Proposer shall acknowledge receipt of Addenda by completing the acknowledgement space provided on the Proposal Documents. Failure by a Proposer to acknowledge receipt of all addenda shall render that Proposer's proposal as non-responsive.

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 agency soliciting proposals.

Material in the RFP: Proposals shall be based only 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.

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 Parish to do so.

Ownership of Proposal: All materials (paper content only) 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.

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.

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 by the TPCG.

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.

Prime Contractor Responsibilities: The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides 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.

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.

If it becomes necessary for the prime contractor to use subcontractors, the TPCG urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the TPCG Project Manager.

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.

Written or Oral Discussions/Presentations: Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; 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 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.

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.

Contract Negotiations: If for any reason the 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 responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Terrebonne Parish Council must approve the final contract form and issue a purchase order, if applicable, to complete the process.

Contract Award and Execution: TPCG reserves the right to enter into an Agreement 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 TPCG.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a proposer may submit or refer to a Master Agreement entered into by the contractor and the TPCG in accordance with R.S. 39:198(e).

If the contract negotiation period exceeds 45 days or if the selected Proposer fails to sign the contract within **ten (10) calendar** days of delivery of it, TPCG may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Contract award shall be made contingent upon specifications of the RFP with concentration on points, rates, and any other factors deemed necessary and beneficial to TPCG.

Notice of Intent to Award: Upon review and approval of the evaluation committee's recommendation for award, TPCG will issue a "Notice of Intent to Award" letter to the apparent successful Proposer.

TPCG will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available 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 R.S. 39:1671, to the Purchasing Administrator, within fourteen days of the award/intent to award.

Insurance Requirements: The successful Proposer is required to submit an insurance certificate returned within ten (10) days from the date of the Notice of Award of the proposal. 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 Proposer to comply with this requirement may result in the Proposal being declared non-responsive and cause for rejection.

Subcontractor Insurance: The Contractor shall include all subcontractors as insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements Stated herein for the contractor.

Indemnification: The CONTRACTOR agrees to defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, including all Parish Departments, Agencies, Councils, Boards and Commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any act, omission, negligence, or strict liability of CONTRACTOR, its agents, servants, officers and/or employees, related to the performance or non-performance of the contract herein entered into, including any and all costs, expense and/or attorney fees incurred by the Terrebonne Parish Consolidated Government, all Parish Departments, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers, as a result of any such claims, demands, and/or causes of action except those arising out of the sole negligence of Terrebonne Parish Consolidated Government, all Parish Departments, Agencies, Councils, Boards and Commissions, their officers, agents, servants and employees, including volunteers.

This indemnification does not apply to any strict liability of Terrebonne Parish Consolidated Government, all their officers, agents, servants and employees, including volunteers. The CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense related thereto, even if such claim, demand or

suit at its sole expense related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

Termination of this Agreement for Cause: TPCG may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the TPCG shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the TPCG may, at its option, place the Contractor in default and the Agreement 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 Parish to comply with the terms and conditions of this agreement, 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 this Agreement for Convenience: The TPCG may terminate this Agreement at any time by giving thirty (30) days written notice to 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.

Assignment: Assignment of contract, or any payment under the contract, requires the advanced written approval of the TPCG

No Guarantee of Quantities: The right is reserved by the TPCG to increase or decrease the amount, at the unit prices stated in the proposal.

The TPCG shall 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.

Audit of Records: The Terrebonne Parish, State of Louisiana auditor, federal auditors and auditors of other agencies shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Parish and Federal law.

Records shall be made available during normal working hours for this purpose.

Record Retention: The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

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

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

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

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 management 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.

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 Parish of Terrebonne, State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

Modification and Withdrawal of Proposals: Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modifications. Withdrawal of a Proposal will not prejudice the rights of a Proposal to submit a new Proposal prior to the Proposal Date and Time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn, modified, or explained except as provided for below.

After expiration of the period for receiving proposals and in accordance with Louisiana law, more particularly, R.S. 38:2214, proposals 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 proposal, may

be withdrawn by the Proposer if clear and convincing sworn, written evidence of such errors is furnished to the TPCG within 48 hours of the proposal opening excluding Saturdays, Sundays and legal holiday

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 proposal sought to be withdrawn.

A proposer that attempts to withdraw a proposal under these provisions of this section shall not be allowed to re-submit a proposal on the contract. Any modifications or amendments to the applicable State laws shall supersede this procedure.

Deviation from RFP Documents: The Proposer must note all deviations from the RFP documents in writing at the time of submittal of the formal proposal. The absence of a written list of RFP deviations at the time of submittal will hold the Proposer strictly accountable to the TPCG for furnishing material, equipment and/or services in full accordance with the RFP as it is written.

Cancellation of RFP or Rejection of Proposals: The TPCG reserves the right to reject any and/or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the TPCG to do so.

Rejection of Proposals: The TPCG reserves the right to reject any and/or all proposals, to waive informalities, and to pre-qualify Proposers as it may elect, pursuant to the law.

Disqualification of Proposers: The TPCG reserves the right to reject all proposals, to waive informalities, and to reject non-conforming, non-responsive or conditional proposals. Although not intended to be an inclusive list of causes for disqualification, any one or more of the following may be considered sufficient for the disqualification of a Proposer and the rejection of the proposal:

- Evidence of collusion among Proposers.
- Lack of competence as revealed either by qualifications, technical capabilities or financial statements submitted or other factors.
- Lack of safety plans, past safety performance and/or Experience Modifier Rating
- Lack of responsibility judged from past performance of contracts similar in scope
- Default on a previous parish, county, parochial, municipal or governmental contract for failure to perform
- Failure to strictly conform to applicable laws or to requirements of the Contract Document
- Misstatement or concealment of any fact in the proposal
- Failure or refusal to promptly furnish the TPCG information requested concerning qualifications
- Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract
- Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense

indicating a lack of business integrity or business honesty with currently, seriously and directly affects responsibility as a TPCG contractor

- Conviction under state or federal antitrust statutes arising out of the submission of proposals
- Violation of contract provisions, as set forth below, of a character which is regarded by the TPCG to be serious as to justify disqualification: 1) Deliberate failure without good cause to perform in accordance with the specifications or within the time provided in the contract; or 2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for disqualification.
- Any other cause the TPCG determines to be so serious and compelling as to affect responsibility as a TPCG contractor, including debarment by another governmental entity for any cause
- Violation of the State Code of Ethics
- Failure to secure and/or maintain necessary license and/or permits
- Failure to comply with the TPCG Code of Ordinances
- Failure to comply with or meet proposal specifications and/or failure to be a responsible Proposer

Familiarity with Laws and Ordinances: Proposers shall familiarize themselves with and shall comply with all applicable State and Federal laws, municipal ordinances, resolutions and the rules and regulations of all authorities having jurisdiction over the project, which may directly or indirectly affect the work or its prosecution.

These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written out in full. In case of conflict between the requirements of these specifications and any State and/or Federal Regulations or Laws, the State and/or Federal Regulations or Laws shall take precedence in all cases in which State and/or Federal Funding of the contract, in whole or in part, depends upon compliance with said State and/or Federal Regulations or Laws.

Examination of Service Area & Examination of Specifications: Prior to submitting a proposal, each Proposer shall visit the service area of the proposed work and fully acquaint himself with all conditions, as they may exist to that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. Proposers shall also thoroughly examine and be familiar with RFP Specifications and Contract Documents. The failure or omission of any Proposer to receive or examine any form, instrument, drawing or document or to visit the service area and acquaint himself with conditions there existing, shall in no way relieve any Proposer from any obligation with respect to his proposal and the responsibility in the premises rests with him. Submission of a proposal shall be considered prima facie evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to requirements of the RFP specifications and conditions to be encountered in performing the work and as to requirements of the RFP specifications and contract documents.

The Contractor's attention is directed to the fact that all applicable Federal laws, State laws, Parish ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be

performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

No claims shall be made against the TPCG for additional compensation due to unforeseen conditions arising during progress of the work.

Award of Contract: It is the intent of the TPCG to award the Contract to a Proposer with the highest level of service for the least program cost. However, the Contract will not be awarded strictly on price. Consideration will be given to all criteria provided by the Proposer in the Proposer's Proposal and Cost Proposal.

Failure to Enter into Contract: The contract shall be deemed as having been awarded when formal notice of award is mailed by the TPCG to the successful Proposer by certified mail, return receipt requested.

The Proposer to whom the contract will be awarded will be required to execute four (4) copies of the Contract, as negotiated by the parties and to furnish insurance certificates within ten (10) days after notification of award. In case of refusal to do so, the Proposer will be considered to have abandoned all rights and interests in the award, and the award may then be made to another qualified Proposer or the work may be re-advertised for Proposals as the TPCG may elect.

Time for Receiving Proposals: Sealed proposals 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 registered or certified mail with a return receipt requested.

Proposals may NOT be delivered by a package or express delivery service or carrier such as UPS or FedEx. Any packages delivered by said carriers will be refused or returned.

All proposals must reach the Terrebonne Parish Consolidated Government's Purchasing Division at 301 Plant Road, Houma, LA, by 2:00 PM on the day of the proposal opening. At exactly 2:00 PM, all proposals will be publicly opened and read aloud for the furnishing of item/items attached thereto in the Conference Room located at, 301 Plant Road, Houma.

Proposals received prior to the time of the opening will be securely kept unopened. No proposal received after the scheduled time for opening will be considered.

Proposers are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Proposers are urged to secure information relative to the probable time of arrival and distribution of mail at the place where proposals are to be opened. Failure of the U.S. Mail to deliver the proposals timely shall not be considered due cause for the scheduled time of the proposal opening to be extended.

Acceptance of Proposals: The TPCG will make the final decision regarding award of the proposal within forty-five (45) days after the opening of proposals. TPCG reserves the right to reject all proposals for just cause. In the event that a proposal is awarded, a formal written notice of award of the proposal will be given to the successful Proposer. The successful Proposer to

whom the proposal is awarded shall, within ten (10) days from the date of the notice of such award, furnish any other required certificates, bonds, etc.

In the event successful Proposer fails or refuses to furnish the required certificates, bonds, etc., within the said period of ten (10) days from the date of the notice of award of the proposal, TPCG shall have the right to disqualify said Proposer.

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

If you have already received notice of this procedure and have taken actions to complete this requirement, you do not have to complete this process again; however, if you have not already registered online as a vendor you will need to do so within ten (10) days' notice of award of this proposal.

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

Verification of Employees Involved in Public Contract: The Contractor agrees to comply with the provisions of LA R.S. 38:2212.10 regarding verification of employees involved in public contract work, as evidenced by the attached affidavit, to be submitted within ten (10) days of the Notice of Award.

Civil Rights Compliance: Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964 and shall not discriminate against employees or applicants due color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action pursuant to Executive Order #11245 and the National Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974.

Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, religion, sex, national origin or handicap.

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.

Clean Air Act: The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air

Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

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.

Energy Policy and Conservation Act: The Contractor hereby recognizes 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).

Clean Water Act: The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 as amended): 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.

Certification of No Suspension or Debarment: By signing and submitting any proposal for \$30,000 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 OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>.

Davis-Bacon Act: Proposer acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

Access to Records: The Contractor agrees to provide the 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.

Changes: No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of TPCG. Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved the required authorities.

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.

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.

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.

Louisiana First Hiring Act: Within 10 days from the date of Notice of Award, Proposer shall comply with Louisiana Revised Statute 39:2204 by submitting to the Louisiana Workforce Commission any information required by Subsection B of the statute.

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.

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”.

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.

Warranties: Contractor 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.

INVOICES: All invoices and supporting documentation must be clear, concise and legible. Any and all photocopies must be clear and legible. Improper invoicing and documentation will be rejected and will delay contractor payment.

The Contractor shall forward the ORIGINAL invoice(s) and all supporting documentation to the following designated billing address as follows:

Terrebonne Parish Consolidated Government
Utilities/Electric Distribution
Post Office Box 2768
Houma, LA 70361
Attention: Robert Savoie

SCOPE OF WORK

Terrebonne Parish Consolidated Government

Department of Utilities

Electric Distribution Division

ELECTRIC UTILITY LABOR EQUIPMENT AND SUPPORT SERVICES

1.0 General Requirements

1.0.1 The contractor shall furnish certified labor, equipment and tooling to construct, maintain and service components of the owner's electric distribution system. It is the intention of the specifications that all materials are to be furnished by the owner. The contractor will only provide labor, tools, ppe and equipment necessary to complete work assignments. Work assignments shall be issued by a work order via email. All supervisors, working foreman and field technicians shall have access to email and computers or tablets capable of receiving work orders while field deployed. Tablets capable of work order photo insertion is mandated for field deployed applications. All work shall be performed with due diligence employed to minimize any inconvenience to customers, public and traffic while keeping safety as a primary goal. All street and work zone signage, traffic control and safety monitoring shall be the responsibility of the contractor. Any blockage of streets, fire hydrants, intersections shall be coordinated with the law enforcement agency, fire department having jurisdiction and the TPCG Office of Emergency Preparedness by the contractor.

1.1 Scope of Work

1.1.1 Work under this contract shall consist of furnishing labor and equipment necessary to construct, install, inspect, troubleshoot and maintain three phase, 115kV transmission line consisting of steel and wood poles, steel towers, and associated appurtenances. Area of geographic contour is mostly accessible with some areas subjected to soggy soil during rain and wet season. Right of Way consists of mostly assessable area with standard 125' aerial lift bucket truck. Navigable Marine Crossing consists in the service area and may require additional equipment to service, inspect, troubleshoot and maintain the waterway crossing.

1.1.2 Work under this contract shall consist of furnishing labor, equipment, ppe and tooling necessary to construct, install, inspect, troubleshoot and maintain three phase 34.5kV sub transmission lines. Work on this system includes "hot work on energized circuits up to 35kV.

1.1.2.1 Overhead work consisting of steel and wooden utility poles, steel towers, and associated appurtenances. Area of geographic contour is mostly accessible with some areas subjected to soggy soil during rain and wet season. ROW consists of mostly assessable area with standard 55' aerial

- lift bucket truck with some areas requiring 75' working height. Work on this system includes "hot" work on energized circuits up to and including 35kV.
- 1.1.2.2 Underground work consists of front and back yard easements. Area of geographic contour is mostly accessible with some areas subjected to soggy soil during rain and wet season and gate access only to back yard areas. ROW consists of mostly assessable with some backyard areas accessible by narrow equipment only for gate access.
 - 1.1.2.3 Navigable Waterway Marine Crossings are both Overhead and Submarine Crossings. All Equipment to service these crossings shall be the contractor's responsibility and display the ability to provide such service equipment.
- 1.1.3 Work under this contract shall consist of furnishing labor, equipment and tooling necessary to construct, install, inspect, troubleshoot and maintain three phase, 15kV distribution lines. Work on this system includes "hot work on energized circuits up to 15kV three phase and single-phase distribution points.
- 1.1.3.1 Overhead work consisting of steel and wooden utility poles, steel towers, and associated appurtenances. Area of geographic contour is mostly accessible with some areas subjected to soggy soil during rain and wet season. ROW consists of mostly assessable area with standard 55' aerial lift bucket truck with some areas requiring 75' working height. Work on this system includes "hot" work on energized circuits up to 15kV.
 - 1.1.3.2 Underground work consists of front and back yard easements. Area of geographic contour is mostly accessible with some areas subjected to soggy soil during rain and wet season and gate access only to back yard areas. ROW consists of mostly assessable with some backyard areas accessible by narrow equipment only for gate access.
 - 1.1.3.3 Navigable Waterway Marine Crossings are both Overhead and Submarine Crossings. All Equipment to service these crossings shall be the contractor's responsibility and display the ability to provide such service equipment.
- 1.1.4 Work under this contract shall consist of furnishing labor, ppe and equipment necessary to construct, install, inspect, troubleshoot and maintain single and three phase secondary. Work on this system includes "hot work on energized circuits up to 480V in single and three phase applications.
- 1.1.4.1 Overhead work consisting of both steel and wooden utility poles, steel towers, and associated appurtenances. Area of geographic contour is mostly accessible with some areas subjected to soggy soil during rain and wet season. ROW consists of mostly assessable area with standard 55' aerial lift bucket truck working height. Work on this system includes "hot" work on energized circuits up to 480V.

1.1.4.2 Underground work consists of front and back yard easements. Area of geographic contour is mostly accessible with some areas subjected to soggy soil during rain and wet season and gate access only to back yard areas. ROW consists of mostly assessable with some backyard areas accessible by narrow equipment only for gate access.

1.2 Experience and Qualifications

1.2.1 Experience data will be used to assist in determining the qualification of the proposer. The following and any additional information as may be requested by owner to ascertain the qualifications and experience of the proposer and employees.

1.2.2 Proposer shall demonstrate the ability to provide experience and qualified personnel in each trade position. The qualification standard of each position and the person/person's ability to perform in each position. Training documents to demonstrate training of each person to be assigned to TPCG/Utilities contract and the intervals of retraining and recertification.

1.2.3 The experience and qualification to work all systems, transmission, sub transmission and distribution of person/persons assigned to the TPCG account. Resume's of each person assigned to the account is mandatory.

1.2.4 Only experienced qualified tradesman shall work on owner's electric system. All personnel working in a given capacity shall be trained, certified and qualified to work in the capacity assigned.

1.3 Equipment

1.3.1 TPCG will compensate for equipment on a maximum payout of 40 hours per week or 2080 hours per year. Equipment out of service for mechanical deficiencies and/or maintenance cycles will not be compensated during the equipment outage. Equipment not being used on the behalf of TPCG during employee absences will not be compensated

1.3.4 Owner reserves the right to supply equipment in whole or part, owned, leased, subleased, rented or borrowed, and towables. This shall include trailers, excavators, trenchers, ATV, boat, right of way equipment, etc. Proposer shall be responsible to tow, operation and handle with reasonable and responsible care.

1.4 On Call

1.4.1 Proposer shall provide service personnel for On Call status for each trade position. All on call personnel shall reside in an area to respond on scene to all calls of outage, service request, and emergencies within 30 minutes of dispatch by either TPCG personnel or 24-hour answering service.

1.4.2 On call dispatched time shall be compensated at the actual dispatch time to the time that the employee arrives back to his/her on call domicile, not exceed 30 minutes to and 30 minutes from.

1.4.3 Call out time will be compensated at the standard rate of pay and added to weekly totals of work hours.

1.4.4 Call out crew makeup shall consist of one certified Working Foreman, one certified Class A Lineman and one certified Lineman Apprentice or experienced Groundsman. TPCG reserves the right to increase the On Call crew makeup due to events, weather or other situations of interest.

1.4.5 TPCG will not compensate additionally for on call status as it is considered part of the expected duties. Any minimum callout rate or standby pay shall be incorporated into the standard hourly rate.

1.5 Other Requirements

- Proposer must be primarily and actively engaged in the business of Electric Distribution and Transmission Line installation, maintenance and inspection of up to 115KV utility infrastructure.
- Proposer shall have a proven record of having completed inspecting, repairing, upgrading and installing overhead 115KV transmission lines, and associate equipment, i.e., insulators, crossarms, conductors, steel towers, steel poles, wooden poles.
- Proposer shall have a proven record of having completed inspecting, repairing, upgrading and installing overhead 35KV subtransmission lines, and associate equipment, i.e., insulators, crossarms, conductors, steel towers, steel poles, wooden poles.
- Proposer shall have a proven record of having completed inspecting, repairing, upgrading and installing overhead 15KV distribution lines, and associate equipment, i.e., insulators, crossarms, conductors, steel towers, steel poles, wooden poles.
- Proposer shall have a proven record of having completed inspecting, repairing, upgrading and installing underground 34.5KV subtransmission lines, and submarine crossing.
- Proposer shall have a proven record of having completed inspecting, repairing, upgrading and installing underground 15KV distribution lines, and submarine crossing.
- Proposer shall have proven record and supply supervision and line workers capable of installing, maintaining, troubleshooting and repairing transformers of all ranges and configurations.
- All work performed within the scope of this contract must be performed under the direct supervision of qualified personnel.
- Be licensed, bonded / bondable and insured to provide Electrical Labor, Equipment and Support Services as outlined in scope of work.
- Proposer must be capable to provide emergency services and up to three times the standard average crew, tooling and equipment makeup during natural disasters, including but not limited to, flooding, storms, hurricanes and tornados. TPCG wishes to review proposers plan to provide emergency services prior to awarding.
- Proposer must be able to provide copies of all applicable certifications or licenses for all individuals expected to provide the specified work as applicable by law, policy and/or ordinance.
- Proposer must provide on-call personnel and respond on site within 30 minutes of call 24 hours a day/7 days a week. The on-call makeup shall be 1 each qualified Supervisor, 1 each A Class Lineman, and 1 each Apprentice Lineman or experienced Grounds man. A higher rank may be suitable to fill the position of a lower rank for call out purpose, however; compensation of the higher-ranking trade will be compensated at the lower ranking capacity in which served.

- Ability to mobilize in a timely manner for all associated activities.
- Equipment shall be in extraordinary condition mechanically. Equipment shall be maintained according to manufacturer recommendations or company policy, whichever is the most stringent. All equipment shall be in quality condition, no rust and shall be cleaned on a bi-weekly basis and as needed. All equipment shall be tested in accordance to OSHA, IEEE, NESC, ANSI, and all applicable federal, state and local codes.
- All tooling and equipment shall be the responsibility of the proposer. All tradesmen shall be equipped with climbing gear.
- All PPE shall be the responsibility of the proposer. PPE shall be tested as applicable with Federal, State and Local Codes. Approved FR clothing, FR Raingear and dielectric boots shall also be considered PPE.

2.0 Standard Work Hours

- 2.0.1 The standard productive work period shall be Monday thru Friday, 7:00am thru 4:00pm with crew(s) having a staggered one-hour lunch period to provide continuity of service. It is expected that all personnel, equipment and tooling be in a position to start productive work at 7:00am. All equipment checks, tool checks, employee services, etc. shall not be considered work time and shall not be compensated. Any such anticipated cost shall be in the hourly rate and not compensated additionally or performed during the standard TPCG workday.
- 2.0.2 TPCG reserves the right to adjust work schedules to a 10-hour work schedule beginning at 6:00am thru 4:30pm with crew(s) observing a half-hour lunch period.
- 2.0.3 TPCG reserves the right to adjust work schedules to provide an evening/night crew beginning at 12:00pm and concluding at 9:00pm with a flexible one-hour dinner period.
- 2.0.4 A combination of all schedules, or any other more suitable schedule, shall remain an option to TPCG in order to best serve the customer base of TPCG.

3.0 Crew Makeup

- 3.0.1 The number of personnel per crew and the number of crews will be determined by the owner based on workload, maintenance, back log, projects and future projections.
- 3.0.2 Contractor shall provide the necessary amount of skilled qualified tradesman in each discipline requested by Owner to meet schedules, workloads, maintenance and limited backlog.
- 3.0.3 Contractor shall adjust crews, equipment, and tooling to satisfy any fluctuation of workload, budget constraints, maintenance, and unforeseen events at the request of the owner.
- 3.0.4 Contractor shall demonstrate a plan to provide additional qualified personnel in each trade discipline to increase crew makeup by 300% or more in the event of hurricanes, storms, flooding, tornados, natural disasters or emergencies.

- 3.0.5 Owner will periodically review efficiency of crews, makeup of personnel and adjust manpower, equipment and tooling.
- 4.0 Projects
 - 4.0.1 Owner reserves the right to Proposal any and all projects, partial or complete.
 - 4.0.2 When owner determines a benefit to the owner to Proposal projects due to cost, convenience, efficiency or workloads, the owner may Proposal any amount of a project, in part or entirety, and offer the work to the best value in the owner's interest.
- 5.0 Warranty
 - 5.0.1 Contractor shall perform all work in a professional and workmanship manner and shall conform to best accepted electrical and construction practices.
 - 5.0.2 Contractor shall warranty all work for a period of one year from completion. The contractor will repair all workmanship defects promptly at no additional cost to owner.
- 6.0 Safety
 - 6.0.1 The contractor is responsible for providing safety oriented, goal-oriented personnel.
 - 6.0.2 The owner reserves the right to reject any employee that conducts oneself in an unsafe manner, provides negative influence, negates responsibilities, waste time, does not properly and timely perform work assigned, or any other just cause as defined by TPCG.
 - 6.0.3 The contractor shall submit a safety plan for all employees, trade disciplines and public safety.
 - 6.0.4 Contractor shall be responsible for the safety and training of all employees.
 - 6.0.5 Contractor shall supply employees skilled in the safe work practices and procedures of energized line work, and all other safety requirements as required by OSHA, NEC, NESC, IEEE and all local, state and federal requirements.
 - 6.0.6 Only certified, qualified employees will be allowed to work on the owner's electrical system.
 - 6.0.7 Contractor shall have a documented safety program for his personnel and shall make available to TPCG for review.
 - 6.0.8 Contractor shall maintain all safety records for a period of 5 years and shall make available to owner at contractor's expense.
 - 6.0.9 Contractor shall have a near miss occurrence reporting procedure and a protocol to investigate and mitigate hazards associated with near misses.
 - 6.0.10 Contractor shall provide company ISN (incident rate) for the last 3 years.
- 7.0 Owners right to terminate contract for cause or convenience

- 7.0.1 Termination for Cause – The owner shall have the right to terminate the employment of the contractor for the following but not limited to.
- a. Fails to supply skilled workers as determined by the owner’s request or fails to supply properly operating equipment and tools.
 - b. fails to perform work as prescribed
 - c. fails to perform employee related safety and skills training and have documentation available upon request.
 - d. fails to perform work on a timely basis
 - e. misrepresentation of TPCG to customers, public, employees or staff.
 - f. accepting materials, bribe, goods or additional compensation for work performed.
 - g. failure to provide prompt payment to creditors or employees.
 - h. files for bankruptcy.
 - i. cancelation of bond or insurance.
 - j. failure to upkeep equipment, tools and rigging equipment.

7.0.2 Termination for Convenience

Owner may at any time, terminate this agreement or any portion thereof, for owner’s convenience, upon providing written notice to the Contractor. In such case, contractor shall be paid for all work completed through the date of notice provided (less any payment received).

8.0 Substance Abuse Testing

- 8.0.1 Contractor shall have a random drug testing policy in place for all employees.
- 8.0.2 Owner has a strict zero tolerance against substance abuse, legal and non-legal forms. Any employee found to be under the influence of non-legal drugs shall be removed from the owner’s property immediately.
- 8.0.3 Contractor shall provide mandatory drug testing of all employees prior to assigning to TPCG account, random drug testing and mandatory testing at least once per calendar year of each employee assigned to TPCG account.
- 8.0.4 Alcohol testing shall be conducted in the same manner as 8.0.3.
- 8.0.5 Contractor shall monitor prescription drugs that may affect employees’ ability to perform in a safe and efficient manner. At no point shall contractor allow employees to work on TPCG system while under the influence of illegal drugs, alcohol or legal prescriptions that would endanger the employee, public or owner’s equipment or infrastructure.

9.0 No Smoking Policy

9.0.1 TPCG ordinance 8474 strictly prohibits smoking on the grounds of TPCG owned properties.

10.0 Weapons

10.0.1 The possession of firearms is strictly prohibited on TPCG property including on person, equipment, vehicles or other means, concealed and not concealed.

11.0 Utility Locates

11.0.1 Utility locates shall be the burden of the contractor to identify by all legal requirements, the location and due diligence of protecting all underground utilities prior to digging, trenching, excavating or disturbing any earth. It shall be the sole burden of cost to the proposer for any damages resulting in any handling or mishandling of equipment or infrastructure.

Technical Specifications

Terrebonne Parish Consolidated Government

Department of Utilities

Electric Distribution Division

ELECTRIC UTILITY LABOR, EQUIPMENT AND SUPPORT SERVICES

1.0 General Requirements

These specifications are intended to identify the labor and equipment necessary and available to owner, on long- and short-term basis, to perform electric utility construction, maintenance and service of TPCG/Utilities/Electric System. Work orders are assigned and field dispatched by Hyperweb. Vehicles will be required to have laptops or tablets cable of receiving electronic transmitted work orders to vehicles, completion of work order documentation and documenting photos and uploading to the work order. Work is considered to be a broad spectrum of tasks from new development installations, reconducting, troubleshooting, maintenance, inspections, on call standby and after hour callouts. All on call personnel shall be in a position to respond on-site after hours within 30 minutes of dispatch. Personnel residing outside of 30-minute response time to TPCG entire service area shall make arrangements to reside within the 30-minute time frame when on call.

2.0 TPCG reserves the right to Proposal any project in part or entirety. TPCG will evaluate projects and determine the necessity to Proposal by law, efficiency, experience or convenience. Therefore, let notice be given that equipment and services for any project may be placed for Proposal.

3.0 TPCG intends to compensate for labor and equipment. Safety and efficiency shall be a teamed effort and shall be monitored as indices as well as production. TPCG requires all equipment to be in proper working order and meet all federal, state and local restrictions and guidelines. TPCG will not compensate for vehicles during maintenance schedules or downtime due to mechanical issues.

4.0 Safety briefings will be performed at the beginning of each work order job tasks. All personnel entering the work zone shall be briefed of hazards, and mitigation efforts. Time spent on safety briefings shall be considered part of the job and shall be compensated as part of the job.

5.0 Personnel and Equipment

5.0.1 For the duration of this contract, the contractor shall make available 4 crews: an overhead construction and maintenance crew, an underground construction and maintenance crew and service technician.

5.0.2 Minimum experience for each position

a. Working Foreman shall have a minimum of 3 years linework experience.

- b. A Class Journeyman Lineman shall have a minimum of 2 years linework experience.
- c. Apprentice Lineman shall have a minimum of 1-year linework experience.
- d. Grounds man is an entry level position and electrical safety training is desirable.
- e. All personnel shall possess a CD Drivers License valid in the state of Louisiana. A 90-day grace period will be granted from the time of employment to secure the proper CDL License when entering employment.

5.0.3 Equipment shall be in good working order

- a. Equipment shall be inspected at regular intervals as determined by federal and state regulations and shall be performed at the contractor's expense. Owner will not compensate time spent to confirm to regulations.
- b. Should an employee's absence result in equipment not being used the TPCG will not compensate for said equipment.
- c. All equipment shall be properly maintained and free from rust.
- d. All equipment shall have company logo, contact information and emergency telephone numbers clearly marked on equipment on all 4 sides.
- e. All equipment shall be washed a minimum of every 14 calendar days and additionally as needed. This maintenance, including visual upkeep, shall be the sole burden of the contractor.
- f. All equipment, materials and trash shall be properly stored to prevent public hazards and littering.
- g. Equipment storage will be permissible at 301 Plant Road. TPCG accepts no liability for condition of storage area, security, safety and shelter of equipment.
- h. Any environmental spills from equipment due to equipment failure, maintenance or any other means shall be the sole cost burden of the contractor.
- i. All vehicles shall have TPCG supplied communication radios. Supply of such radios shall be the burden of TPCG. The installation of such radios shall be the burden of the Contractor.

6.0 Overtime shall only be compensated after 40 physical hours on TPCG work orders. Time spent on vehicle maintenance, vehicle compliance or operational checks, employee service such as time sheets, employee conflict, and other employee services shall not be compensated by owner.

7.0 Time recording shall be performed by time clock punching of timecard and GPS for callout.

- 8.0 Rainouts shall only qualify if rain prevents performing work for two hours or more. During rainout events, line patrols will be performed and strategic placement of crews to react immediately to outages and emergencies. During rainouts TPCG reserves the right to issue a rainout in full or applied to partial employees at its digression.
- 9.0 Contractor shall install electronics to satisfy communication between TPCG and each vehicle. TPCG will burden the cost of communication radio(s) of sufficient quality, all installation and other applicable fees are the burden of the contractor. In addition, GPS shall be installed on all equipment and shall be in good working order to qualify for compensation. All GPS units, cost of equipment, installation, monthly fees, and etc. shall be the sole burden of the contractor. Full GPS access shall be granted to TPCG for monitoring.
- 10.0 Issue of equipment, materials shall be signed by the crew foreman. The crew foreman shall then gain responsibility for materials and equipment. Any damage or loss due to misuse, improper storage, failure to secure and etc., shall require contractor to reimburse TPCG for any cost and administration cost associated.
- 11.0 The contractor shall be required to furnish a performance and payment bond for the amount of the total cost of contract. If the contract is extended for another term, the contractor shall furnish a new bond equal to the extended contract term and cost.
- 12.0 The term of the contract shall be for 18 months commencing the date of contract execution. All prices shall be firm for the duration of the contract in entirety. At the discretion of TPCG, and in mutual agreement of the contractor, the contract may be extended for an additional 24 months.
- 13.0 In the event that additional equipment and/or labor not listed on the cost proposal shall be needed then TPCG and the contractor may negotiate the cost of said services. TPCG reserves the right to also Proposal said services for efficiency, availability or convenience.
- 14.0 Penalties
- 14.0.1 Noncompliance in emergency situations shall be equal to the cost of labor and equipment of each crew not provided per day.
- 14.0.2 Callout; Failure to respond on scene within 30 minutes of dispatch will result in a \$200 penalty assessed against the contractor and an additional \$50 penalty for each additional 15-minute period.

CONTRACTOR MINIMUM EXPERIENCE AND QUALIFICATIONS SPECIFICATION

CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS SPECIFICATION

1. Contractor must be licensed with the Louisiana State Board of Licensing in the trade in which proposing to perform work.
2. Contractor shall provide a full-time supervisor in charge of the work assignments, equipment and personnel and demonstrated at least 3 years' experience in responsible charge on at least 3 similar projects. This on-site position will be a lead working foreman.
3. In the event that the CONTRACTOR uses a subcontractor for any work or services, the subcontractor must also meet the experience and qualifications specified above.
4. Have sufficient qualified working foreman to fulfill contract requirements with minimum of 3 years' experience in same position with similar contract requirements.
5. Have sufficient A class lineman to fulfill contract requirements with minimum of 2 years' experience in same position with similar contract requirements.
6. Have sufficient apprentice lineman to fulfill contract requirements with minimum of 1-year experience in same position with similar contract requirements.
7. Have sufficient skilled grounds man to fulfill contract requirements.
8. Have sufficient equipment to fulfill contract requirements.
9. Have sufficient support services to fulfill contract requirements.
10. Have sufficient mechanical support to fulfill contract requirements.
11. Have sufficient resources to deploy additional crews and material in emergency situations or natural disasters.

EXPERIENCE FORMS

The following data, statements of experience, personnel, equipment and general qualifications of the PROPOSER are submitted as a part of the Proposal and the PROPOSER represents and guarantees the truthfulness and accuracy thereof.

- A. Our organization has been in business continuously from the year _____.
- B. Our organization has had experience in construction and service comparable to that required by the Contract Documents as a prime contractor for _____ years and as a subcontractor for _____ years.
- C. The following list of supervisory personnel is currently employed by the PROPOSER and available for assignment to the Project (General Foreman, Working Foremen, Line Technician.).

Name	Title	Years of Experience

List of all projects Proposer has undertaken in the last two (2) years that have resulted in partial or final settlement of the contract by arbitration or litigation.

Name of Client & Project	Contact Name/ Telephone No.	Original Contract Amount	Total Claims	Arbitrated or Litigated Amount of Settlement of Claims

CONTRACTOR EXPERIENCE

List at 5 projects or more that include 13.8kV distribution and 34.5kV sub transmission hot work in construction, reconducting, maintenance and inspection of overhead and underground infrastructure.

YEAR	OWNER	LOCATION	PROJECT DESCRIPTION	CONTRACT AMOUNT	OWNER CONTACT	OWNER CONTACT TEL.#

CONTRACTOR EXPERIENCE

List projects that include 115kv transmission construction, reconducting, or maintenance and inspection of overhead and underground infrastructure.

YEAR	OWNER	LOCATION	PROJECT DESCRIPTION	CONTRACT AMOUNT	OWNER CONTACT	OWNER CONTACT TEL.#

PROJECT SUPERVISOR EXPERIENCE

Identify full-time project management, supervisors and leader men to be in responsible charge of the Work who has had at least 3 years' experience as project supervisor on comparable projects. Name: _____ (Attach Resume)

YEAR	OWNER	LOCATION	PROJECT DESCRIPTION	CONTRACT AMOUNT	OWNER CONTACT	OWNER CONTACT TEL.#

PROPOSAL SUBMITTAL QUESTIONS

Are required CONTRACTOR MINIMUM EXPERIENCE AND QUALIFICATIONS FORMS included?

YES _____ NO _____

Proposers must acknowledge all addenda. The Proposer acknowledges receipt of the following **ADDENDA:**

(Enter the number the OWNER has assigned to each of the addenda that the Proposer is acknowledging) _____.

NAME OF PROPOSER:

ADDRESS OF PROPOSER:

NAME OF AUTHORIZED SIGNATORY PROPOSER:

_____ *Printed or Typed Name*

SIGNATURE OF AUTHORIZED SIGNATORY PROPOSER** _____

TITLE OF AUTHORIZED SIGNATORY PROPOSER:

DATE: _____

FEDERAL I.D. #: _____

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

INDEMNIFICATION AGREEMENT

_____ agrees to defend, indemnify, save and hold

Contractor/Subcontractor/Lessee/Supplier

harmless the Terrebonne Parish Consolidated Government, its officers, elected officials, agents, servants and employees, including volunteers (Indemnified Parties) 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 arise out of the _____ as provided herein, except those claims, Contractor/Subcontractor/Lessee/Supplier

demands and/or causes of action arising out of the sole negligence of the Indemnified Parties or their officers, agents, elected officials, servants and employees. _____ agrees to investigate, handle and respond to any Contractor, Subcontractor, Lessee, Supplier

such lawsuit at its sole expense, including any expenses associated with the enforcement of this indemnity provision, and agrees to bear all costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted By: _____

Company Name

Authorized Signature

Title

Date Accepted

Is Insurance Certificate Attached? _____

Purpose of Contract: _____

**AFFIDAVIT
VERIFICATION OF CITIZENSHIP**

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

(name)

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

1. I am the _____ of _____.
(title) (company)

2. I swear that _____ is registered and participates in a status verification system

(company)

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

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

term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

4. I acknowledge that _____ shall require all subcontractors to

(company)

Submit to _____ a sworn affidavit verifying compliance with Paragraphs (2) and (3) of

(company)

the Affidavit.

Name:

Title:

Company:

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

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

STATE OF LOUISIANA
PARISH OF TERREBONNE

PROJECT NAME:

LOCATION:

AFFIDAVIT

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

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

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

THUS, DONE AND SIGNED BEFORE ME, THE UNDERSIGNED Notary Public and subscribing witnesses on this ___ day of _____, 20_____, at _____, Louisiana.

WITNESS

CONTRACTOR

WITNESS

NOTARY PUBLIC

CERTIFICATION REGARDING LOBBYING

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

PERFORMANCE BOND

STATE OF LOUISIANA
PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS: That as Principal, hereinafter called the CONTRACTOR, and as Surety, hereinafter called Surety, are held and firmly bound unto

THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT
GOVERNMENT TOWER BUILDING – 8026 MAIN STREET
HOUMA, LOUISIANA 70361

as Obligee, hereinafter called the OWNER, in the amount of

for the payment whereof, CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

CONTRACTOR has by written agreement dated the ____ of _____, 20__ entered into a contract with OWNER for, the services of

**PROJECT NAME: ELECTRIC UTILITY LABOR
 EQUIPMENT AND SUPPORT SERVICES**

in accordance with Specifications prepared by the OWNER, which Contract is by reference made a part thereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the Surety may promptly

- 1) Complete the Contract in accordance with its terms and conditions or,
- 2) Obtain a Proposal or Proposals for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible Proposalder, arrange for a Contract between such Proposalder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for

which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract", as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner and Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

SIGNED AND SEALED THIS _____ DAY OF _____, 20__.

(Principal) (Seal)

(Witness)

(Title) (Seal)

(Seal)

(Surety)

(Witness)

(Title) (Seal)

PAYMENT BOND

STATE OF LOUISIANA
PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS: That as Principal, hereinafter called the CONTRACTOR, and as Surety, hereinafter called Surety, are held and firmly bound unto

THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT
GOVERNMENT TOWER BUILDING – 8026 MAIN STREET
HOUMA, LOUISIANA 70361

as Obligee, hereinafter called the OWNER, in the amount of

for the payment whereof, CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

CONTRACTOR has by written agreement dated the _____ of _____, 20__ entered into a contract with OWNER for, the services of

**PROJECT NAME: ELECTRIC UTILITY LABOR
 EQUIPMENT AND SUPPORT SERVICES**

in accordance with Specifications prepared by the OWNER, which Contract is by reference made a part thereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations hereunder, the Surety may promptly

- 1) Complete the Contract in accordance with its terms and conditions or,
- 2) Obtain a Proposal or Proposals for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible Proposalder, arrange for a Contract between such Proposalder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph

hereof. The term "balance of the Contract", as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner and Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

SIGNED AND SEALED THIS _____ DAY OF _____, 20__.

(Principal) (Seal)

(Witness)

(Title) (Seal)

(Seal)

(Surety)

(Witness)

(Title) (Seal)

TERREBONNE PARISH CONSOLIDATED GOVERNMENT Insurance Requirements

I. INSURANCE REQUIREMENTS:

CONTRACTOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THE CONTRACT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) (HEREIN AFTER REFERRED TO AS OWNER) THROUGH ITS RISK MANAGEMENT DEPARTMENT, WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD THIS CONTRACT. IF APPLICABLE, SUBCONTRACTORS MUST MEET THESE REQUIREMENTS AS WELL. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT.

A. GENERAL:

The following insurance requirements shall be provided and shall apply on a primary basis; any insurance carried by Owner shall be excess and not contributing insurance. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

B. INSURANCE:

Insurance obtained and maintained in the name of Contractor shall contain the following coverages and limits:

1. WORKERS' COMPENSATION:

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employer's Liability coverage with minimum acceptable limits of \$1,000,000/\$1,000,000/\$1,000,000;
- c. If the project or any of the work involves wharves, piers, docks, decking, floodwalls, levees, battures or other structures or construction near, over, contiguous to or alongside any body of water the policy shall also include USL&H coverage with minimum limits of \$1,000,000; and Maritime Employer's Liability insurance with minimum limits of \$1,000,000; and
- d. A Waiver of Subrogation endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors,

servants, employees, volunteers, and any other entities who may require waivers by specific contract.

2. GENERAL LIABILITY:

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent; minimal acceptable limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate;
- b. Coverage to be written on a per project aggregate basis;
- c. Coverage to include explosion, collapse, and underground (XCU) hazard and contractual liability;
- c. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers CG 20 10 Form B (edition 07 04) or approved equivalent; and
- d. A Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

Note: *The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for the Work in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity there for which would normally be provided by the policy. The General Liability policy shall include coverage under damage to rented premises.*

3. AUTO LIABILITY:

- a. Minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage;
- b. Liability coverage to be provided for Any Auto **or** All Owned Autos and Hired and Non-owned Autos. If CONTRACTOR owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- d. A Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- e. If including loading and unloading, policy to include the Broad Form Transportation Pollution Form CA 99 48, or the most current form available.

4. CONTRACTOR'S POLLUTION:

If the construction project involves pollutants of any kind, in any manner, including cleanup, this section applies:

- a. Covering losses caused by pollution conditions that arise from the operations of CONTRACTOR;

- b. Minimum acceptable limits: \$1,000,000 per incident; \$2,000,000 aggregate;
- c. Broad Form Named Insured endorsement;
- d. Fines, penalties and punitive damages to be included;
- e. Clean up costs to be included;
- f. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers and should stipulate that the insurance afforded CONTRACTOR shall be primary insurance and that any insurance carried by the Owner shall be excess and not contributing insurance;
- g. A Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- h. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the Contract; and
- i. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years, beginning when this Contract is completed or terminated.

5. MARITIME LIABILITY / HULL PROTECTION & INDEMNITY, IF APPLICABLE:

If any boats, barges, or vessels, or vessels supporting equipment are used in contracted activities then CONTRACTOR shall obtain a specific Hull/P&I policy covering such operations with third party liability limits of no less than \$2,000,000. The policy shall provide:

- a. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers;
- b. A Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- d. The policy shall provide coverage for removal of any wrecked or sunken vessel or equipment resulting from CONTRACTOR's operations.

6. PROFESSIONAL LIABILITY (ENGINEER'S ERRORS & OMISSIONS LIABILITY):

- a. Minimal acceptable limits: \$1,000,000 Per Loss; \$1,000,000 aggregate;
- b. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract;
- c. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed;
- d. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the ENGINEER's scope of Work as described in the Contract and its amendments; and
- e. OWNER shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level.

7. UMBRELLA LIABILITY:

- a. Minimum acceptable limits: \$5,000,000 per occurrence; and
- b. Follow form of the underlying policies with the following underlying policies scheduled: Employer's Liability, General Liability, Automobile Liability, and Pollution Liability, if applicable.

II GENERAL SPECIFICATIONS:

A. Contractor's Liability Insurance:

CONTRACTOR shall purchase, in its name, and maintain, at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide coverage for claims and/or suits which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work, whether it is performed by CONTRACTOR, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

If applicable, CONTRACTOR shall require all subcontractors to maintain, in limits equal to or greater than CONTRACTOR's, the same insurance coverage for Work performed or materials provided for the Work. CONTRACTOR shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any Work under this contract. At no time shall CONTRACTOR allow any subcontractors to perform Work without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, CONTRACTOR shall be responsible for any damages or liabilities arising from the subcontractors work, actions, or inactions.

B. General Requirements:

1. Qualifications of Insurers:

- a. All insurance required for the Contract is to be purchased and maintained by CONTRACTOR from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI (or the current requirements of the State of Louisiana Public Bid Law (RS: 38:2211-2296)) as of the most current edition of A.M. Best's Key Rating Guide. Any variance must be approved by the Owner.
- b. If any insurance company providing any insurance coverage furnished by CONTRACTOR is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Document, CONTRACTOR shall, within thirty (30) days thereafter, substitute another insurance company acceptable to the Owner. The Owner reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

- 2. Partnerships and Joint Ventures:** If CONTRACTOR is a partnership or joint venture, then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture, shall also be furnished.
- 3. Certificates of Insurance/Policies of Insurance:**
- a. CONTRACTOR shall deliver to the Owner Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which CONTRACTOR has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the award of CONTRACTOR, CONTRACTOR shall furnish to Owner the required certificates of insurance.
 - b. The Owner may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work and/or during the progress of the Work.
 - c. **The Owner reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of bidder. The Owner reserves the right to request certified copies of any policy(s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to the Owner within ten (10) days of the written request.**
 - d. Any and all communications regarding the insurance policies shall include the Project name, Project number, Proposal number and Owner's address as identified in the Contract.
- 4. Objection by the Owner: If Owner has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by CONTRACTOR in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, Owner shall notify CONTRACTOR in writing within fifteen (15) days after receipt of the Certificates. CONTRACTOR shall provide a written response to Owner's objections within ten (10) days from the date of the letter request.**
- 5. Contractor's Failure:** Upon failure of CONTRACTOR or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of the Owner, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of CONTRACTOR to purchase and maintain insurance shall not relieve CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of CONTRACTOR concerning indemnification.

- 6. No Waiver of Liability:** Acceptance of evidence of the insurance requirements by the Owner in no way relieves or decreases the liability of CONTRACTOR for the performance of the Work under the Contract. Additionally, CONTRACTOR is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed CONTRACTOR'S limits of liability or which may be outside the coverage scope of CONTRACTOR'S insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of CONTRACTOR that may arise from the performance of Work under the Contract. CONTRACTOR'S coverage is to be primary for any and all claims and/or suits related to, or arising from, the Work; and any insurance coverage maintained by the Owner is to be deemed as excess of CONTRACTOR'S insurance coverage and shall not contribute with or to it in any way.
- 7. No Recourse Against the Owner:** The insurance companies issuing the policies shall have no recourse against the Owner for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of CONTRACTOR.
- 8. The Owner's Liability Insurance:** In addition to the insurance required to be provided by CONTRACTOR above, the Owner, at its option, may purchase and maintain at Owner's expense its own liability insurance as will protect the Owner against claims which may arise from operations under the Contract.

UNIT PRICE FORM
(To be used for Labor and Equipment Services)
PROPOSAL "A"

Item	Cost Per Hour
Working Supervisor	
Lineman A Class	
Apprentice Lineman - Hotwork	
Groundsman	
65' Bucket Truck	
55' Bucket Truck	
40' 4x4 Bucket Truck	
47' Digger/Derrick Truck	
60' Digger/Derrick Truck	
4x4 Pickup Truck	
Utility Body Service Truck (underground)	
Track Digger/Derrick/Bucket (Back Yard Type)	
Pole Trailer	
Material Trailer	
Tensioner	
Single Drum Puller	

“ALL AERIAL BUCKET TRUCKS SHALL INCLUDE MATERIAL HANDLER”

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

UNIT PRICE FORM
(TO BE USED DURING EMERGENCIES)
PROPOSAL "B"

Item	Cost Per Hour
Working Supervisor	
Lineman A Class	
Apprentice Lineman - Hotwork	
Groundsman	
65' Bucket Truck	
55' Bucket Truck	
40' 4x4 Bucket Truck	
47' Digger/Derrick Truck	
60' Digger/Derrick Truck	
4x4 Pickup Truck	
Utility Body Service Truck (underground)	
Track Digger/Derrick/Bucket (Back Yard Type)	
Track Bucket (Marsh Type)	
Track Digger Derrick (Marsh Type)	
Crane	
Bulldozer	
Pole Trailer	
Material Trailer	
Tensioner	
Single Drum Puller	