

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

OF HOUSE

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

INVITATION TO BIDDERS

Sealed bids will be received <u>November 30, 2022</u>, by the Terrebonne Parish Consolidated Government (TPCG) Purchasing Division. Bid submittals will be accepted until 2:00 P.M. CST as shown on the Purchasing Division Conference Room clock, at which time sealed bids shall be publicly opened and read aloud in the Purchasing Division Conference Room.

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

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

The mailing address for bids is:

Terrebonne Parish Purchasing Division

301 Plant Road

Houma, Louisiana 70363

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

Bid 22-EPSS-102 Purchase of New/Unused Modular Building for the Eastside Public Safety Substation

Specifications and bid documents are on file at the City of Houma Service Complex, Purchasing Division, 301 Plant Road, in Houma, Louisiana and may be obtained by prospective bidders at no cost. Specifications and bid documents are also posted on the Terrebonne Parish web site at http://www.tpcg.org/index.php?f=purchasing&p=bid opportunities.

Please contact Gina Bergeron, Procurement Specialist III, at 985-580-7272 or specifications or information or clarifications about bid submittal requirements.

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

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

Publish: November 14th & 21st, 2022 To Courier: November 8, 2022

REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS FOR

Bid 22-EPSS-102 Purchase of New/Unused Modular Building for the Eastside Public Safety Substation

PLEASE READ CAREFULLY

GENERAL: The VENDOR awarded this bid shall furnish the above referenced building as per specifications herein, Planning & Zoning Department

COPIES OF BIDDING DOCUMENTS: A single complete set of Bidding Documents may be obtained as set forth in the Invitation to Bidders. Complete sets of Bidding Documents shall be used in preparing Bids; Owner shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Owner, in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the products listed and do not confer a license or grant for any other use.

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

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

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

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

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

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

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

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

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

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

PREPARATION AND SUBMISSION OF BIDS: Bids shall be submitted by the time and at the place indicated in the Invitation to Bidders and, unless submitted electronically, shall be enclosed in an opaque sealed envelope. The envelope shall be marked with the Project title and name, address and state license number of the Bidder as set forth in the Invitation to Bidders.

Each bid shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt, or such bid shall be sent by registered or certified mail with a return receipt requested, shall be or submitted electronically with Central Auction House (CAH) (http://www.centralauctionhouse.com/rfp.php?cid=65). Bids shall not be accepted or taken including receiving any hand delivered bids, on days which are recognized as holidays by the United States Postal Service.

The following items are to be included within each Bid:

- Completed Official Bid Form Section "A"
- *Signature Authorization (Required by ALL Bidders) Written evidence of the person signing the bid shall be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5) as follows:
 - (a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
 - (b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
 - (c) The legal entity has filed in the appropriate records of the secretary of state of this state an affidavit, resolution, or other acknowledged or authentic document indicating the names of all

parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

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

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

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

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

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

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

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

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

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

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

TERM OF CONTRACT: N/A

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

DELIVERY: See Specifications

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

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

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

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

SAFETY DATA SHEETS: All applicable chemicals, herbicides, pesticides, and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VENDOR REGISTRATION: The Terrebonne Parish Consolidated Government Purchasing Division requires vendors to register online at https://secure.tpcg.org/vendor/. This tool is part of our 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 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 bid.

PURCHASE ORDER: The successful bidder will be issued a purchase order (when applicable) once the bid has been awarded and the vendor has timely submitted all required documents and their insurance certificate has been approved by the TPCG Risk Management Department.

PAYMENT STRUCTURE: Vendor / Contractor shall submit invoices to TPCG Jennifer Gerbasi, Recovery Planner, Planning & Zoning Department at Post Office Box 2768, Houma, Louisiana 70361 or via email at igerbasi@tpcg.org The invoice total shall not exceed the purchase order amount. Invoices must include the purchase order number and the name and address of the vendor / contractor. No items other than those included in the bid shall be billed; and unit prices shall prevail.

Payment is to be made within thirty (30) days after receipt of properly executed invoice.

TAXES: Vendor is responsible for including all applicable taxes in the bid price. TPCG is exempt from all state and local sales and use taxes.

OFFICIAL BID FORM **SECTION "A"**

FROM: ____

TPCG-	Public Worl	ks FR	OM:	
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*Signature Authorization. (REQUIRED BY ALL BIDDERS) Written evidence of the person signing the bid shall

be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

MINIMUM INSURANCE REQUIREMENT FOR CONTRACTORS

(OTHER THAN NEW CONSTRUCTION OR RENOVATIONS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the bid. TPCG (Terrebonne Parish Consolidated Government)

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence form CG001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
- 2. Insurance Services Office form number CA0001 (Ed.1/78) covering Automobile Liability and endorsement CA0025 or CA0001 12 90. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contact, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers
 Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence with a \$2,000,000 general aggregate for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
- 2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
- 3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers Liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY TPCG. At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TPCG, its

officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverage

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

2. Workers' Compensation and Employer's Liability Coverage

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

All Coverage'

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

E. ACCEPTABILITY OF INSURER

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

F. VERIFICATION OF COVERAGE

Contractor shall furnish TPCG with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THE

CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY TPCG BEFORE WORK COMMENCES. TPCG reserves the right to require complete, certified copies of all required complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

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

The following Requirements are for any cargo transport company used in connection with this bid.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT CONTRACTORS WITH CARGO TRANSPORT

PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO ENSURE ALL INSURANCE COSTS ARE INCLUDED IN BID.

I. INSURANCE REQUIREMENTS:

THE CONTRACTOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THE CONTRACT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. TERREBONNE PARISH CONSOLIDATED GOVERNMENT (HEREIN AFTER REFFERRED TO AS OWNER) THROUGH ITS RISK MANAGEMENT CONSULANT, 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 A 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 the Contractor shall contain the following coverages and limits:

1. WORKERS' COMPENSATION:

a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;

- Employer's Liability coverage with minimum acceptable limits of \$1,000,000/ \$1,000,000/\$1,000,000; and
- c. A Waiver of Subrogation 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 contractual liability;
- d. 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
- e. A Waiver of Transfer of Rights of Recovery Against Others to Us 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;
- Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Nonowned 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 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. MOTOR TRUCK CARGO:

a. Minimum acceptable limits: \$4,000,000 Motor Truck Cargo Liability insurance for damage to or loss of owner's cargo from causes of loss to include, but not limited to, fire, collision, or striking of a load.

5. 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:

The 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 the Contractor's performance and furnishing of the Work, whether it is performed by the Contractor, any subcontractor, 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, the 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, the 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 the 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 the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Document, the 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 the 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. The Contractor shall deliver to the Owner Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the 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 the Contract, the 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 indentified 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 the Contractor in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, Owner shall notify the Contractor in writing within fifteen (15) days after receipt of the Certificates. The Contractor shall provide a written response to Owner's objections within ten (10) days from the date of the letter request.
- 5. The Contractor's Failure: Upon failure of the 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 the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the 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 the Contractor for the performance of the Work under the Contract. Additionally, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of Work under the Contract. The 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 the 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 the Contractor.
- **8. The Owner's Liability Insurance:** In addition to the insurance required to be provided by The 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.

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

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

STATE OF LOUISIANA

PROJECT NAME: Bid 22-EPSS-102

PARISH OF TERREBONNE

	AFFIDAVIT
Parish aforesaid, personally came and appear	y, duly commissioned and qualified within and for the State and ared who who ared this affidavit and does hereby agree under collows:
Section 2224 of Part II of Chapter 10 of Title 3	88 of the Louisiana Revised Statutes, as amended.
indirectly, to secure the public contract employed by the affiant whose services	ration, firm, association, or other organization, either directly or under which he received payment, other than persons regularly in connection with the construction, alteration or demolition of ing the public contract were in the regular course of their duties
firm, association, or other organization for compensation to persons regularly em	ed by affiant was paid or will be paid to any person, corporation, or soliciting the Contract, other than the payment of their normal ployed by the affiant whose services in connection with the the public building or project were in the regular course of their
THUS DONE AND SIGNED BEFORE ME, THE , 20 , at	UNDERSIGNED Notary Public and subscribing witnesses on this, Louisiana.
WITNESS	CONTRACTOR/VENDOR
WITNESS	NOTARY PUBLIC

INDEMNIFICATION AGREEMENT

	omitted within 10 days from receipt o	,
The	agrees to d	efend, indemnify,
Contractor/Subcontra	ctor/Lessee/Supplier	
Commissions, its officers, age all claims, demands, expense or destruction of any prope	ents, servants and employees, including and liability arising out of injury or o	n Departments, Agencies, Boards and only on the damage, loss of the damage, loss or the damage, loss or grow out of any act or omission of the damage, loss and employees,
Contractor/Subcontractor/L	.essee/Supplier	
Commissions, its agents, repr causes of action arising out o	esentatives, and/or employees as a re	PCG, all Departments, Agencies, Boards esult of any such claim, demands, and/o nent, Agencies, Boards, Commissions, itagrees to
	Contractor, Subcontrac	
	n if it (claims, etc.) is groundless, false	ny such claim, demand, or suit at its sol or fraudulent.
	Accepted by	
	Accepted by _	Company
	Accepted by _ 	
		Company
	Accepted by	Company Signature
Is Certificate of Insurance		Signature Title
	Date Accepted	Signature Title

Purpose of Bid: Purchase of New/Unused Modular Building for the Eastside Public Safety Substation

CERTIFICATION REGARDING LOBBYING

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

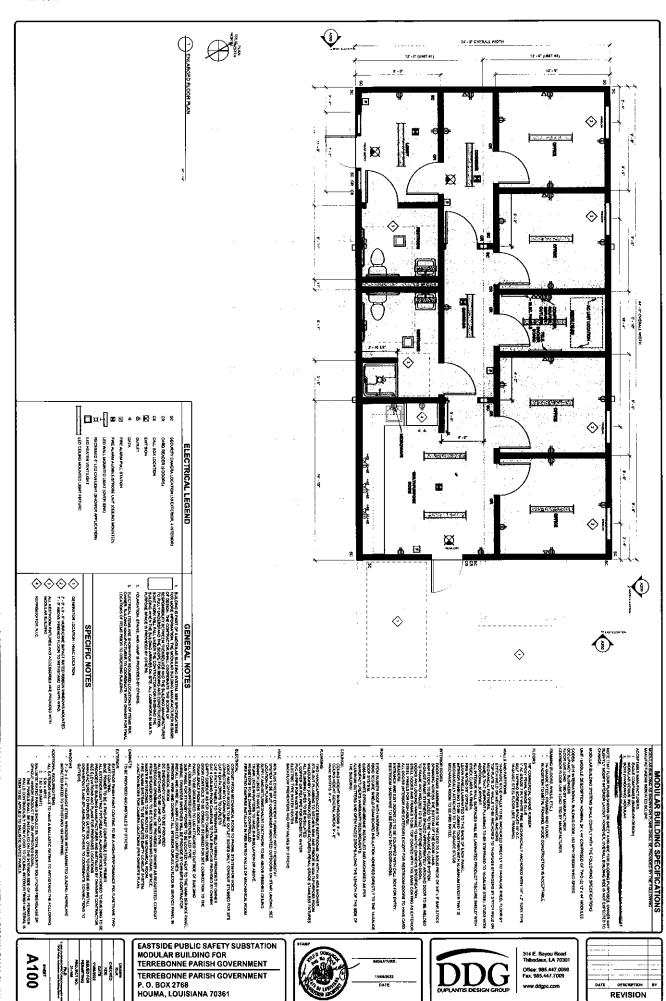
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

snall be subject to a civil penalty of not less than \$10,0	ou 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 ive Remedies for False Claims and Statements, apply to
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	

Date



A200 CHECKED
CHECKED
DATE
1100A222
1100A222
ISSUED FOR
PERMITTHO
PROJECT NO.
21-160
PT.LE TERREBONNE PARISH GOVERNMENT P. O. BOX 2768 HOUMA, LOUISIANA 70361





314 E. Bayou Road Thibodaux, LA 70301 Office: 985.447.0090 Fax: 985.447.7009

