

TERREBONNE PARISH CONSOLIDATED GOVERNMENT



REQUEST FOR PROPOSALS

Terrebonne Parish – Pollution Control

SCADA Communications and Integration Improvements

Table of Contents

Invitation to Proposers.....	3
Instructions to Proposers	4
Part II, Administration	4
Proposal Response Content.....	5
Confidential Information	7
Proposal Clarifications.....	8
Black-out Period	9
Termination.....	14
Proposal Security	18
Part III, Evaluation.....	19
Part IV, Scope of Services.....	20
Price Proposal Form.....	23
Affidavit (Citizenship).....	24
Affidavit (Non-Collusion).....	25
Insurance.....	26
Indemnification	30

INVITATION TO PROPOSERS

Sealed proposals will be received on **June 13, 2023**, by the Terrebonne Parish Consolidated Government Purchasing Division at City of Houma Service Complex, 301 Plant Road, in Houma, Louisiana 70363 until 10:00 A.M. as shown on the Purchasing Division Conference Room Clock at which time sealed proposals shall be publicly opened and the name of the Proposers read aloud.

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

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

**Request for Proposals (RFP): #23-SCADA-32 Terrebonne
Parish- Pollution Control SCADA Communications and
Integration Improvements.**

Specifications and proposal forms are on file at the Purchasing Division, located in the City of Houma Service Complex at 301 Plant Road, Houma, Louisiana and may be obtained by prospective Proposers at no cost. Please contact Tim Sievers, Instrumentation Technician at 985-873-6885 or tsievers@tpcg.org with regard to the specifications or contact Sharon Ellis, at 985-873-6821 or sellis@tpcg.org for any clarifications about the proposal documents.

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

/s/Gordon Dove
Parish President
Terrebonne Parish Consolidated Government

Advertise:
May 23, 2023
May 30, 2023

INSTRUCTIONS TO PROPOSERS

PART I: GENERAL

The purpose of this Request for Proposal is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing communications/integration services for the design and oversight of the Supervisory Control and Data Acquisition (SCADA) system for the Terrebonne Parish Consolidated Government, Pollution Control Division.

1.1 Schedule of Events

	<u>DATE</u>	<u>TIME</u>
1. RFP posted to TPCG website and blackout period begins	05/23/2023	1:00 PM
2. Deadline to receive written inquiries	05/30/2023	1:00 PM
3. Deadline to answer written inquiries	06//05/2023	1:00 PM
4. Proposal Opening Date	06/13/2023	10:00 AM
5. Oral discussions with Proposers, if applicable	TBD	
6. Notice of Intent to Award to be mailed	TBD	

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

PART II: ADMINISTRATION

2.1 Proposal Submittal

This RFP is available in electronic form at the TPCG website http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities. It will be available in PDF format or in printed form by submitting a written request to Sharon Ellis, Sr. Procurement Specialist.

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

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

Important -- Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: **#23-SCADA-32** Terrebonne Parish/Pollution Control SCADA Communications and Integration Improvements.
- Proposal Opening Date and Time: June 13, 2023, at 10:00 am

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

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

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

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

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

2.2 Proposal Response Content

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

A. Cover Letter: The Cover Letter should be signed by a representative of the Respondent who is authorized to offer the services indicated in the RFP.

B. General Firm Description: Provide a description of the Respondent's company and the services it provides including the number of employees directly involved in the provision of and number of personnel at each office location. Describe the business structure under which the Respondent operates (i.e. corporation, partnership, Limited Liability Company, etc) and under which state laws it is organized as a business entity. Give an estimate of the number of persons to be assigned to this project, indicating the number working in Louisiana and the number working elsewhere.

C. Sub-consultants: Any sub-consultants who are proposed to be a part of the project team must be clearly identified and the Respondent is to include a statement of the nature and percentage of work that is anticipated to be provided by them should the Respondent be selected as the most qualified. Respondent shall demonstrate in its proposal that any proposed sub-consultant has a history of proven and measurable experience in the area of the services proposed to be used by the Respondent in its scope of services, including the submission of three (3) references from each sub-consultant.

D. Project Team Organization: Project Engineer, Principal in charge, at least one (1) full time Microsoft certified IT professional. At least one (1) Control System Engineer with a minimum of ten (10) years experience working on projects and systems of similar size and complexity. A permanent, fully staffed and equipped service facility with full-time employees capable of SCADA system design along with fabricating, installing, calibrating, programming and testing of the actual products and systems anticipated to be utilized for this project.

E. Resumes: Provide the professional experience and resumes of those partners, principals and employees of the Respondent who will be actually responsible for, and actively involved in a substantial manner in, the provision of services related to this contract, including appropriate evidence of accreditation, certification, or licensing in the respective professions. Upon selection as the most qualified, the Respondent must provide proof that it, its staff and the staff of any subcontractors that they engage to be employed are in compliance with applicable laws, permitting, licensing and certification requirements.

F. Scope of Services: Each Respondent is to include in its submittal a detailed description of the full scope of related client services available.

G. Project Understanding / Approach: This section should demonstrate that the Respondent understands the needs of TPCG with respect to the services described herein. Respondent should include a description of the anticipated project approach including technical and management factors that will result in successful completion of the project. Advantages or special capabilities of the actual project team the Respondent is submitting for consideration should be highlighted in this section as well as the intended methods to ensure:

- Cost effectiveness
- Effective project management
- Conformance to budgets and schedules
- Effective quality control
- Effective communication protocol
- Such other factors as Respondent deems demonstrates its unique capabilities and experience to ensure a successful project.

Respondents are encouraged to provide examples of innovative and creative approaches unique to their scope of services and those they have found successful and have employed in the past.

H. References: Provide completion of at least ten (10) projects of the same size and complexity in the past five (5) years with contact information who can address the Respondent's timely and effective completion of all tasks and Respondent's overall performance.

I. Conflict of Interest Disclosure: All Respondents providing a response to this RFP shall provide a clear and unambiguous indication of any potential or real conflicts of interest it may have with respect to performing work on behalf of TPCG. TPCG shall make the final determination as to whether any potential or real conflict of interest exists.

J. Litigation: The Respondent should provide a list of any previous, ongoing, or pending litigation or arbitration in which the Respondent's firm has been involved during the past five (5) years with respect to the provision of these or similar services.

K. Fee Proposal: Proposer's fees and other costs, (training, lodging, traveling, etc.) if any, shall be

submitted on the Proposal Price Form (Attachment B) included in this RFP packet.

2.3 Number of Response Copies

Each Proposer shall submit one (1) bound signed original response. Two (2) bound additional copies and one (1) electronic copy in PDF format of the proposal should be provided, as well as one (1) bound redacted copy, if applicable.

2.4 Legibility / Clarity

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

2.5 Confidential Information, Trade Secrets and 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 the proposal. **The cost proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

The 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 their 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 personnel or organizations for the sole purpose of assisting the TPCG in its evaluation of the proposal. The TPCG shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

If your proposal contains confidential information, you should submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit such a copy within forty-eight (48) hours of notification from the Purchasing Division, if you intend to maintain confidentiality. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

2.6 Proposal Clarifications Prior to Submittal

2.6.1 Proposal Responses

Although impromptu questions will be permitted and spontaneous answers will be provided, the only official answer or position of the TPCG will be stated in writing in response to written questions.

2.6.2 Proposer Inquiry Periods

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

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

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

Administrative Inquiries:

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

Technical Inquiries:

TPCG Pollution Control Division
Attention: Tim Sievers
P O Box 2768
Houma, LA 70361
E-Mail: tsievers@tpcg.org
Phone: (985)873-6885

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

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

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

2.6.3 Blackout Period

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

In those instances, in which a prospective Proposer is also an incumbent Contractor, the TPCG and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the TPCG and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

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

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

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

2.7 Errors and Omissions in Proposal

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

2.8 Changes, Addenda

The TPCG reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The TPCG also reserves the right to cancel or reissue the RFP. If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

2.9 Withdrawal of Proposal

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

2.10 Material in the RFP

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

2.11 Waiver of Administrative Informalities

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

2.12 Proposal Rejection

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

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

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

2.13 Ownership of Proposal

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

2.14 Cost of Offer Preparation

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

2.15 Non-negotiable Terms

Non-negotiable terms include but are not limited to taxes, audit of records, EEOC and ADA compliance, record retention, content of order of precedence, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

2.16 Taxes

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

2.17 Proposal Validity

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

2.18 Prime Contractor Responsibilities

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

2.19 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its proposal. 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 job/service.

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 proposal. The prime Contractor shall assume total responsibility for compliance.

2.20 Written or Oral Discussions/Presentations

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

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

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

2.21 Acceptance of Proposal Content

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

2.22 Evaluation and Selection

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

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

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

- 0 - 35% - Technical approach to the project and adequacy to achieve requirements of the scope
- 0 - 15% - Relevant experience and capabilities of respondent and key personnel assigned to the project
- 0 - 20% - Service and Support Requirements
- 0 - 30% - Cost

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

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

2.23 Best and Final Offers (BAFO)

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

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

2.24 Proposal Negotiations

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

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

2.25 Proposal Award and Execution

The TPCG reserves the right to move forward with the award 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 award initiated by the TPCG.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract attached hereto this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final award is made. Mandatory terms and conditions are not negotiable.

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

2.26 Notice of Intent to Award

Upon review and approval of the evaluation committee's and the evaluation committee's recommendation for award, TPCG will submit to the Parish President and Parish Council for approval. Once approved, the "Notice of Intent to Award" letter will be sent to the approved proposer.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with the TPCG Protest Policy, to the Purchasing Manager, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

2.27 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Sharon Ellis, Purchasing Manager. Contact may be made by phone at (985) 873-6821 or E-mail sellis@tpcg.org

2.28 Insurance Requirements

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

2.29 Subcontractor Insurance

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

2.30 Indemnification (Attachment)

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

2.31 Termination

2.31.1 Termination for Cause

The TPCG may terminate for cause based upon the failure of the Vendor to comply with the terms and/or conditions of the proposal, or failure to fulfill its performance obligations pursuant to the proposal, provided that the TPCG shall give the Vendor written notice specifying the Vendor's failure. If within thirty (30) days after receipt of such notice, the Vendor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the TPCG may, at its option, place the Vendor in default and the proposal shall terminate on the date specified in such notice.

The Vendor 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 proposal, provided that the Vendor shall give the TPCG written notice specifying the TPCG's failure and a reasonable opportunity for the TPCG to cure the defect.

2.31.2 Termination for Convenience

The TPCG may terminate at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

2.31.3 Termination for Non-Appropriation of Funds

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this service are not appropriated by TPCG in any fiscal year covered by this proposal, this service may be terminated by the TPCG giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

2.32 Assignment

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

2.33 No Guarantee of Quantities

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

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

2.34 Audit of Records

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

2.35 Civil Right Compliance

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

2.36 Record Retention

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

2.37 Content of Proposal / Order of Precedence

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

2.38 Proposal Changes

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

2.39 Governing Law

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

2.40 Claims or Controversies

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

2.41 Proposer's Certification of No Federal Suspension or Debarment

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

2.42 Continuing Obligation

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

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

2.43 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

2.44 Clean Air Act

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

2.45 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).

2.46 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.

2.47 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

2.48 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.

2.49 Code of Ethics

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

2.50 E-Verify

Each Proposer acknowledges and agrees to comply with the provisions of LA R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under the Contract. The successful proposer must submit a fully executed Affidavit Verifications of Citizenship provided with the proposal forms within ten (10) days of receipt of Notice of Award.

2.51 Non-Collusion Affidavit

Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, in the form provided with the proposal forms, to the effect that he has not colluded with any other person, firm or corporation in regard to any Proposal submitted. Such affidavit shall be included with the Proposal.

2.52 Proposal Security

The proposal must be accompanied by proposal security which shall be in the amount of five (5%) percent of the proposed total contract amount. Said security can be in the form of a certified check, cashier's check, or proposal bond.

The Proposal Security of the Successful Proposer will be retained until such Proposer has furnished other additional information and required documentation in accordance with the proposal documents, and provided the required insurance documentation whereupon the Proposal Security will be returned. If the Successful Proposer fails to furnish the required documentation, OWNER may annul the Notice of Award and the Proposal Security of that Proposer will be forfeited to OWNER. Should the OWNER be required to engage the services of an attorney in connection with the enforcement of Proposals, Proposer agrees to pay OWNER's reasonable costs, including attorney fees, and all court, arbitration, or hearing costs incurred with or without suit. The Proposal Security of any Proposer whom OWNER believes to have a reasonable possibility of receiving the award may be retained by OWNER until the forty-fifth (45th) day after the Proposal opening.

2.53 Purchase Order

The successful Proposer will be issued a purchase order when the proposal has been awarded; the vendor has timely submitted all required documents and when their insurance certificate has been approved by the Parish. The purchase order will be for the amount stated on the proposer's Official Proposal Price Form.

PART III: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
Technical approach to the project and adequacy to achieve requirements of the Scope of Work / Services	0-35%
Relevant experience and capabilities of Respondent and key personnel assigned to the project	0-15%
Service and Support Requirements	0-20%
Cost	0-30%

The proposal will be evaluated in light of the material and the substantiating evidence presented to the TPCG, not on the basis of what may be inferred. The Proposer with the highest overall score will be recommended for award.

3.1 Technical Proposal

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

- Company Background and Experience
- Approach and Methodology
- Risk Factor
- Implementation Plan

PART IV: SCOPE OF SERVICES

TERREBONNE PARISH CONSOLIDATED GOVERNMENT Request for Proposal Terrebonne Parish - Pollution Control SCADA Communications and Integration Improvements

4.1 INTRODUCTION

Terrebonne Parish Consolidated Government (TPCG) is accepting Requests for Proposals for programming/integration services for the design, installation, and oversight of the integration of replacing of old phone line communications with cellular communication options integrated into an existing VTSCADA HMI system for the Pollution Control SCADA system. The Selected firm will be assigned to this project based on the strengths of the firm's qualifications, equipment compatibility with existing equipment, and cost.

4.2 PART ONE: PROGRAMMING AND INTEGRATION SERVICES REQUIRED

Terrebonne Parish Consolidated Government is soliciting requests for proposals for programming, integration, installation, equipment, and all other necessary consulting services to assist the TPCG with the design and programming of this project. Work must be completed within 180 days of issuance. The service will be on a lump sum and fixed price basis with payment terms to be negotiated with the selected offeror. Issuance of this RFP in no way constitutes a commitment by the TPCG to award a proposal. The TPCG reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in TPCG's best interest. The TPCG reserves the right to make a partial award and delete some services from the scope of work.

4.3 PART TWO: SCOPE OF WORK TO BE COMPLETED

1) SCADA System

- a) Provide a proposal for the master location and remote locations to communicate through cellular providers, replacing existing telephone modems as a means of transferring data from each location.
- b) Master Site located at the Main North Wastewater Treatment Plant Control Room
 - i) Provide cellular equipment and electrical accessories to communicate to remote sites. The communication protocol will be the most efficient Industrial Internet of Things (IIoT) protocol which provides the lowest network bandwidth limiting the cellular data plan.
 - ii) Provide a single Static IP SIM card which scans then selects the strongest cellular signal strength from at least carriers in the area. These carriers consist of AT&T, Verizon, or T-Mobile. This SIM card will be able to read and write data to and from the remote sites.
 - iii) Provide an ethernet cellular router to include an embedded server to collect data via the most efficient IIoT protocol to distribute the information into VTSCADA. This ethernet router will also include failover capability to detect when the cellular connection has failed and switch to a land based ethernet connection.

- iv) Configuration, programming, and testing of the Automation system from the VTSCADA HMI to the PLC control system shall be included.
- v) Cellular data plan service shall be included with a selective option to remotely communicate to the remote site via a secure VPN connection.
- vi) Testing and startup of the cellular systems shall be included.

2) Remote Site: Cellular Node

- a) Provide cellular equipment and electrical accessories to communicate to 134 remote sites. The communication protocol will be the most efficient IIoT protocol which provides the lowest network bandwidth limiting the cellular data plan. A copy of all new communication equipment software shall be included and provided to TPCG.
- b) Provide a single Static IP SIM card which scans then selects the strongest cellular signal strength from at least 3 carriers in the area. These carriers consist of AT&T, Verizon, or T-Mobile. This SIM card will be able to read and write data to and from the remote sites.
- c) Configuration, programming, installation, and testing at 20 of the remote sites to provide the data to the existing VTSCADA HMI application or add additional graphics, alarms, trending and/or reporting shall be included.
- d) Cellular data plan service shall be included with a selective option to remotely communicate to the remote site via a secure VPN connection.
- e) Testing and startup of the cellular system shall be included.

3) North Wastewater Plant Control System Addition

- a) Utilize the existing ABB Screen-master RVG200 analog inputs into a new Schneider Electric M340 Process Automation Controller (PAC) with one (1) 8-point Analog module. Existing ABB Screen-master RVG200 to remain and function as a backup.
- b) This Schneider Electric M340 PAC will include a 120VAC Power Supply, M340 Processor with Ethernet port & Serial Port, 6-slot chassis and a 5-Port Ethernet Switch including the same efficient IIoT protocol communication protocol as the SCADA system.
- c) The memory and IO rack expansion of the Schneider Electric M340 Processor shall be sized to handle future control system projects within the North Wastewater Treatment Plant.
- d) Develop a PAC program to read in the eight (8) Analog Inputs from Process meters at the North Wastewater Treatment Plant.
- e) Configure a Trending and Alarm screen within the existing VTSCADA HMI for each eight (8) Process meters to mimic the screens displayed within the existing paperless analog recorder.
- f) Mount and wire the equipment to a back pan to be mounted to the back side of the Mimic board in the control room of the North Water Plant.

4) VTSCADA

- a) Screen development in the existing VTSCADA program to interface to existing screens or develop new screens for up to 134 remote sites across Terrebonne Parish including the Process meter graphics at North Wastewater Treatment Plant.
- b) Development of alarm configuration, alarm filtering, trending, historian setup and map configuration for the SCADA remote sites and Process meter application.
- c) Configure and install the VTSCADA on 5 Thin clients identified by the T.P.C.G.- Pollution Control. Ensure Industry-Standard Encryption by using Secure Socket Layer (SSL) which supports protecting the security data exchange between clients and servers. It also supports industry-standard Internet security features including firewalls, VPN connections, and Transport Layer Security (TLS).

5) Training

- a) Develop training material for uploading and downloading of programs, troubleshooting and installation of the SCADA system as it pertains to the nodes to be used as described above. This training material will be used for the SCADA Maintenance Department so it can streamline the installation of the rest of the sites and daily maintenance of the system. Training will include the activation of up to 20 previously determined sites.

PROPOSAL PRICE FORM

I have read and understand the requirements of this Request for Proposal (RFP) and agree to provide the required **Services** in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, training and equipment to provide the **Services** as outlined including any travel or per diem expenses and any other miscellaneous expenses involved.

The fee(s) for providing the **Services** requested:

I HEREBY acknowledge receipt of the following Addenda: (Enter the number assigned to each of the addenda that the Proposer is acknowledging): _____

Total proposal (numerically): _____

Total Proposal Written in Words: _____

NAME OF PROPOSER: _____

NAME OF AUTHORIZED SIGNATORY PROPOSER: *(Printed or Typed)* _____

SIGNATURE OF AUTHORIZED SIGNATORY PROPOSER ** _____

TITLE OF AUTHORIZED SIGNATORY PROPOSER: _____

DATE: _____

EMAIL: _____

**** Signature Authorization. *(Required)* Written evidence of the person signing the proposal shall be submitted at the time of submission.**

(Due within ten (10) days after Notice of Award)

AFFIDAVIT VERIFICATION OF CITIZENSHIP

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

(name)

who after being first duly sworn, deposed and

said that:

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

2. I swear that _____ is registered and participates in a status verification system (company) to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3. I verify that if _____ is awarded the contract, it shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
(company)

4. I acknowledge that _____ shall require all subcontractors to (company) Submit to _____ a sworn affidavit verifying compliance with Paragraphs (2) and (3) of (company) the Affidavit.

Name:
Title:
Company:

Sworn to and subscribed before me at Houma, Louisiana, on this _____ day of _20_.

Notary Public

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

PARISH OF _____

_____, Being first duly sworn deposes and says:

that he is _____
(A partner or officer of the firm of, etc.)

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

By: _____
Title

Subscribed and sworn to before me
this _____ day of _____, 2020

Notary Public

**Insurance Requirements
(Attachment)**

TERREBONNE PARISH CONSOLIDATED

GOVERNMENT MINIMUM INSURANCE

REQUIREMENT FOR CONTRACTORS (OTHER
THAN NEW CONSTRUCTION OR RENOVATIONS)

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence with a \$2,000,000 general aggregate for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
3. Contractors Pollution Liability: \$1,000,000 combined single limit per occurrence with a \$2,000,000 general aggregate for bodily injury and property damage.

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY TPCG.

At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TPCG, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

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

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

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

2. Workers' Compensation and Employer's Liability Coverage

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

3. All Coverage's

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

Contractor shall furnish TPCG with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY TPCG BEFORE WORK COMMENCES.** TPCG reserves the right to require complete, certified copies of all required complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

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

INDEMNIFICATION

AGREEMENT EXHIBIT A

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

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

Contractor/Subcontractor/Lessee/Supplier

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

Contractor, Subcontractor, Lessee, Supplier

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

Accepted By _____
Company

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____Yes _____No

Contract No. #23-SCADA-32 for Public Works, Pollution Control Division

Purpose of Contract: Upgrade the existing SCADA Communications

