

**TERREBONNE PARISH CONSOLIDATED
GOVERNMENT**

**DEPARTMENT OF UTILITIES
ANIMAL SHELTER**



INVITATION TO BIDDERS

Sealed bids will be received on **March 27, 2024**, by the Terrebonne Parish Consolidated Government Purchasing Division, at the City of Houma Service Complex, 301 Plant Road, in Houma, Louisiana until **2:00 PM 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 Ted Fleming 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 with 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: **City of Houma Service Complex
301 Plant Road
Houma, Louisiana 70363**

REBID NO/NAME: #24-HVAC-05 Purchase, Installation, Delivery and Training for HVAC Repairs

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.

Contractors desiring to bid shall submit their Louisiana Contractor's License Number as evidence that they hold a license of ELECTRICAL and/or MECHANICAL WORK that is in full force and effect.

Specifications and proposal forms 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. Please contact Valerie Robinson, Animal Shelter Manager at 985-873-6878 or vrobinson@tpcg.org with regard to the specifications or Sharon Ellis, Purchasing Manager at 985-873-6821 or sellis@tpcg.org with regard to any clarifications or information about bid submittal requirements.

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

_____/s/ Jason W. Bergeron_____
Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS FOR

Re-Bid: 24-HVAC-05 Purchase, Installation, Delivery and Training on HVAC Repairs for Terrebonne Parish Animal Shelter

Please Read Carefully

The purpose of this Request for Bid is to solicit bids from qualified firms with expertise in HVAC Repair. The contracted work involves providing all necessary labor, insurance, bonds, materials, and equipment as outlined in the Scope of Work below. Within this RFB, you will find a comprehensive overview of the project, existing mechanical drawings, equipment specifications, and details of the HVAC deficiencies.

INTERPRETATIONS AND ADDENDA: All questions about the meaning or intent of the Bidding Documents are to be directed to Sharon Ellis, Purchasing Manager as set forth herein. Interpretations, clarifications, or modifications considered necessary by Sharon Ellis, Purchasing Manager in response to such questions will be issued by Addenda and posted to the CAH (<http://www.centrauctionhouse.com/rfp.php?cid=65>) site.

Bidders shall promptly notify Sharon Ellis, Purchasing Manager at 985-873-6821 or via email at sellis@tpcg.org of any ambiguity, inconsistency, or error that may be discovered upon examination of the Bidding Documents. Bidders requiring clarification or interpretation of any of the Bidding Documents shall make a written request to Sharon Ellis, Purchasing Manager at the aforementioned email address.

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 Sharon Ellis, Purchasing Manager, 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 and posted to the CAH site. 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. Failure by a Bidder to acknowledge each individual addendum shall render that Bidder's Bid 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.

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 Bid number 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, or shall be 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")
- Bid Surety (5%) of bid amount
- Signature Authorization: **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: (Required by all Bidders)**
- (a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the

bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.

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

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

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

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

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

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

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

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

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

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

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

CONTRACT: The awarded Contractor will enter into contract with Terrebonne Parish Consolidated Government to provide the service offered within the Scope of Work and Bid Documents.

If the contract period exceeds thirty (30) days, or the selected Proposer fails to sign the contract within **ten (10) calendar** days of delivery of the document, the TPCG may elect to cancel the award and award the bid to the next lowest responsible Bidder.

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. Prices quoted in the unit (each, box, case, etc.) as specified in the solicitation.

DELIVERY: See attached 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.

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.

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.

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

CIVIL RIGHTS: The Contractor awarded the contract shall 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 and 11375, 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, as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

EQUAL EMPLOYMENT OPPORTUNITY: Bidder acknowledges that all contracts shall contain provisions requiring compliance with E. O. 11246, "Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

COPELAND "ANTI-KICKBACK" CLAUSE: Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

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

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

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

BYRD-ANTI-LOBBYING AMENDMENT: The Bidder awarded the Contract will be expected to comply with Federal statutes required in the Byrd Anti-Lobbying Amendment, 2 CFR 200 Appendix II(J) and 31 U.S.C. 1352 as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II(I).

DEBARMENT AND SUSPENSION: Bidder acknowledges that no contract shall be made to parties listed on the General Services Administration's List of Parties excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

WARRANTIES: Bidder 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.

MATERIAL 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.

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 with this bid**. Such documentation shall include diagrams, books, brochures, photographs, or other means to verify compliance. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer.

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

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.

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.

BID SECURITY: The bid must be accompanied by bid 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 bid bond.

The Bid Security of the Successful Bidder will be retained until such Bidder has furnished other additional information and required documentation in accordance with the bidding documents, executed the Standard Form Agreement, furnished the required payment and performance bonds, and provided the required insurance documentation whereupon the Bid Security will be returned. If the Successful Bidder fails to furnish other required documentation or to execute and deliver the Standard Form of Agreement and furnish the required bonds, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited to OWNER. Should the OWNER be required to engage the services of an attorney in connection with the enforcement of Bids, Bidder agrees to pay OWNER's reasonable costs, including attorney fees, and all court, arbitration, or hearing costs incurred with or without suit. The Bid Security of any Bidder 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 Bid opening or seven (7) days after the effective date of the Standard Form of Agreement.

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

By submission of Bid, Bidder agrees that for each calendar day beyond the Contract Time set forth in the Agreement, and any extension thereof, that the Work remains incomplete, the Owner may retain from the total amount of the Contract Price, as Liquidated Damages the following sums: TWO HUNDRED DOLLARS (\$200.00) a day.

ATTESTATION CLAUSE: In accordance with La. R.S. 38:2227, and no later than ten (10) days after the date bids are opened, the apparent low bidder must submit the completed Attestation Clause (Past Criminal Convictions of Bidders) form found within these bid documents. The fully executed Attestation Clause form is NOT required to be included with the bid form and is to be submitted separately within ten (10) days after the opening of bids.

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

VERIFICATION OF EMPLOYEES INVOLVED IN PUBLIC CONTRACT: The Contractor agrees to comply with the provisions of LA R.S. 38:2212.10 regarding verification of employees involved in public contract work, as evidenced by the attached affidavit. Ten (10) days after the date bids are opened, the apparent low bidder must submit the completed Affidavit of Verification.

LICENSE REQUIREMENTS: Contractors desiring to bid shall submit their Louisiana Contractor's License Number as evidence that they hold a license of ELECTRICAL and/or MECHANICAL WORK that is in full force and effect.

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.

PAYMENT STRUCTURE: Vendor / Contractor shall submit invoices to TPCG Utilities-Animal Shelter, Valerie Robinson, Animal Shelter Manager, Post Office Box 2768, Houma, Louisiana 70361. The invoices 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 or delivery, whichever is later.

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"**

Re-Bid No. 24-HVAC-05 HVAC Purchase, Installation, Delivery and Training on HVAC for Terrebonne Parish Animal Shelter

Estimated Date of job completion after Receipt of Order (ARO) _____

The quantity referenced is 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.

TOTAL BASE BID: For all work required by the Bidding Documents "Base Bid") the sum of:

Dollars (\$ _____)

Alternate # 1 (a. Provide cost for a one (1) year maintenance program. b. Provide an extra set ERW Media for each Rooftop DOAS System. c. Provide extra set of 2" Metal Mesh OSA Filters for each Rooftop DOAS System) for the sum of

Dollars(\$ _____)

Alternate # 2 (a. Provide all labor, materials, etc. to furnish and install seven (7) new indoor Air Quality (IAQ) Monitors throughout the Animal Shelter.) for the sum of

Dollars(\$ _____)

OFFICIAL BID FORM
SECTION "A"
(continued)

Alternate # 3 (a. Provide all labor, materials, etc. to furnish and install seven (7) new indoor Air Quality (IAQ) Monitors throughout the Animal Shelter).

Dollars(\$ _____)

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

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) Is familiar with the project site, and hereby proposes to provide all labor, equipment, materials and supplies as required in strict accordance with the Bidding Documents prepared by: TPCG Animal Shelter and dated January 2024.

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

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

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY BIDDER: _____

**OFFICIAL BID FORM
SECTION "A"
(continued)**

EMAIL OF BIDDER: _____

DATE: _____

**** Signature Authorization. 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).**

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

(to be turned in within ten (10) days after Notice of Award)

STATE OF LOUISIANA

BID NAME:

PARISH OF TERREBONNE

LOCATION:

AFFIDAVIT

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

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

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

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

WITNESS

CONTRACTOR/VENDOR

WITNESS

NOTARY PUBLIC

Terrebonne Parish Consolidated Government

INSURANCE REQUIREMENTS MAINTENANCE CONTRACT

5.1 INDEMNIFICATION AGREEMENT: The CONTRACTOR agrees to defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, including all Parish Departments, Agencies, Councils, Boards and Commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any act, omission, negligence, or strict liability of CONTRACTOR, its agents, servants, officers and/or employees, related to the performance or non-performance of the contract herein entered into, including any and all costs, expense and/or attorney fees incurred by the Terrebonne Parish Consolidated Government, all Parish Departments, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers, as a result of any such claims, demands, and/or causes of action except those arising out of the sole negligence of Terrebonne Parish Consolidated Government, all Parish Departments, Agencies, Councils, Boards and Commissions, their officers, agents, servants and employees, including volunteers. This indemnification does not apply to any strict liability of Terrebonne Parish Consolidated Government, all their officers, agents, servants and employees, including volunteers. The CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense related thereto, even if such claim, demand or suit at its sole expense related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

5.2 POLICIES AND CERTIFICATES: All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

5.2.1 The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Terrebonne Parish Consolidated Government (TPCG), it being the intention of the parties that the insurance policies so affected shall protect both parties and be The primary coverage for any and all losses covered by the below described insurance.

5.2.2 The Terrebonne Parish Consolidated Government shall be named as an additional insured as regards negligence by the contractor (ISO Forms CG 20 10 11 85).

5.2.3 The insurance companies issuing the policy or policies shall have no recourse against the TPCG for payment of any premiums or for assessments under any form of policy.

5.2.4 Any and all deductible in the below described insurance policies shall be assumed and be for the amount of, and at the sole risk of the Contractor/Subcontractor.

5.3 INSURANCE: The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense proof of the following insurance coverage required by the contract to TPCG in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an 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' compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation.

5.3.1 All notices will name the Contractor/Subcontractor and identify the contract number. Insurance coverage specified in the GENERAL CONDITIONS is to be provided by the Contractor, and following minimum limits:

5.3.1.1 Workers' Compensation-Statutory in compliance with the Compensation Law of the State. Exception: Employers liability to be \$1,000,000 when work is to be over water and involves maritime exposures. Terrebonne Parish Consolidated Government and the 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.

5.4 Comprehensive General Liability: Comprehensive or Commercial General Liability (Bodily Injury and Property Damage) Insurance including the following supplementary coverage: (a) Contractual Liability to cover (worklet or sublet) liability assumed under this agreement, (b) Product and Completed Operations Liability Insurance, (c) Broad form Property Damage Liability Insurance and (d) coverage for explosion, collapse and underground hazards. The limit liability for such insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. The Terrebonne Parish Consolidated Government, its subsidiaries and affiliates shall be named as an additional insured.

a) Bodily Injury:

\$ 1,000,000 Each Occurrence

\$ 2,000,000 annual Aggregate, Products Completed Operations

- b) Property Damage:
\$ 1,000,000 Each Occurrence
- c) Property Damage Liability insurance will provide Explosion, collapse, and underground coverage where applicable.
- d) Personal injury, with employment exclusion deleted.
\$2,000,000 Annual Aggregate
- e) OWNER shall be named as an additional insured on insurance certificate(s); the certificate(s) shall be on form(s) satisfactory to OWNER.

5.4.1 Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

- 1. Any automobiles;
- 2. Owned automobiles
- 3. Hired automobiles
- 4. Non-owned automobiles

5.4.1.1 An Umbrella Policy may be used to meet minimum requirements.

5.4.1.2 All property losses shall be made payable to and adjusted with TPCG.

5.4.1.3 All policies of insurance shall be approved by TPCG prior to the inception of any work.

5.4.1.4 Other insurance required is as follows:

5.4.1.4.1 Owner's and Contractor's Protective Liability Insurance shall be furnished by the Contractor and name Terrebonne Parish Consolidated Government the insured.

CSL - Each Occurrence	\$1,000,000
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5.4.1.5 If, at any time any of the said policies shall be or become unsatisfactory to TPCG, as to form or substance, or is a company issuing any such policy shall be or become unsatisfactory to TPCG, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to TPCG for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as provided above, this contract, at the election of TPCG, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with obligations of the Contractor/Subcontractor concerning indemnification.

5.4.2 Thirty days prior notice of cancellation shall be given to TPCG by registered mail, return receipt requested, on all of the required coverage provided to TPCG. All notices will name the Contractor/Subcontractor and identify the contract number.

5.5 INFORMATION TO BIDDERS: RISKS AND IDEMNIFICATIONS ASSUMED BY THE CONTRACTOR

Neither the acceptance of the completed work nor payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

5.5.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

5.5.2 If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of TPCG, TPCG may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

5.5.3 All property losses shall be made payable to and adjusted with TPCG.

5.5.4 All policies and certificates of insurance SHALL BE APPROVED BY TPCG PRIOR TO THE INITIATION OF ANY WORK.

5.5.5 Other coverage may be required by TPCG based on specific needs. If such other coverage is required for this contract, that coverage will be described in the "Special Conditions" of the contract specifications.

5.5.6 If at any time any of the foregoing policies shall be or become unsatisfactory to TPCG, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to TPCG, the Contractor/Subcontractor shall, upon notice to that effect from TPCG, promptly obtain a new policy, submit the same to TPCG for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of TPCG, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor/Subcontractor concerning indemnification. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

5.5.7 SUBCONTRACTORS - Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

5.5.8 CERTIFICATE OF INSURANCE AND INDEMNIFICATION AGREEMENT- Contractor shall furnish TPCG with certificates of insurance affecting coverage required by this clause. 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 insurance policies, at any time.

5.5.9 INSURANCE REQUIREMENTS FOR CONTRACTORS - Contractors 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.

5.6 MINIMUM SCOPE OF INSURANCE: Coverage shall be at least as broad as:

5.6.1 COVERAGE:

5.6.1.1 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 "sunset clause".

5.6.1.2 Insurance Services Office form number CA0001 (Ed. 1/78) covering Automobile Liability and endorsement CA0025 or CA001 12 90. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own vehicle, then proof of hired and non-owned coverage is sufficient.

5.6.1.3 Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

5.6.2 MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

5.6.2.1 Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage (or higher limits depending on size of contract).

5.6.2.2 Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

5.6.2.3 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.

5.6.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS - Any deductibles or self-insured retention must be declared to and approved by the TERREBONNE PARISH CONSOLIDATED GOVERNMENT. At the option of the Terrebonne Parish Consolidated Government, either: The insurer shall reduce or eliminate such deductibles or self-insured retention as respects Terrebonne Parish Consolidated Government, 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.

5.6.4 OTHER INSURANCE PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

5.6.4.1 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. 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.

5.6.4.2 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.

5.6.4.3 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.

5.6.5 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' Compensation Corporation Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

5.6.6 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 insurance policies, at any time.

5.6.7 SUBCONTRACTORS - Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

5.7 PARTIAL UTILIZATION - PROPERTY INSURANCE: If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14:10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

5.8 OWNER and CONTRACTOR intend that any policies in response to paragraphs 5.4 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by ARCHITECT, architect's consultant or subcontractor, CONTRACTOR will obtain the same.

INDEMNIFICATION AGREEMENT

EXHIBIT A

_____ agrees to defend, indemnify, save and hold
Contractor/Subcontractor/Lessee/Supplier

harmless the Terrebonne Parish Consolidated Government their officers, , elected officials, agents, servants and employees, including volunteers (Indemnified Parties”) from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of the _____ as provided herein, except those claims, Contractor/Subcontractor/Lessee/Supplier

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

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

Accepted By: _____

Company Name

Authorized Signature

Title

Date Accepted

Is Insurance Certificate Attached? _____

Purpose of Contract: # **Rebid 24-HVAC-05 HVAC Purchase, Installation, Delivery and Training for HVAC Repair.**

Required of Apparent Low Bidder Only

**AFFIDAVIT
VERIFICATION OF CITIZENSHIP**

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

(name)

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

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

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

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

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

4. I acknowledge that _____ shall require all subcontractors
to (company)

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

Name:

Title:

Company:

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

NOTARY PUBLIC

NON-COLLUSION AFFIDAVIT

A sworn statement shall be submitted with the bid certifying that the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this project. This sworn statement shall be in the form of an affidavit as indicated below, executed and sworn to by the bidder before persons authorized by laws of the State to administer oaths.

Affidavit

Parish Project Number: **24-HVAC-05** (Rebid)

Name of Project: **HVAC Repairs**

Parish: **TERREBONNE**

(an individual)
(a partnership)
(a corporation)

Signed _____

certify that I (we) have not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for this project.

(an individual)
(a partnership)
(a corporation)

Signed _____

By _____

Title _____

Parish or county _____

State of _____

Subscribed and sworn to before me this _____ day of _____, 20__

My commission expires the _____ day of _____, 20__

Notary Public

Required of Apparent Low Bidder Only

ATTESTATION

AFFIDAVIT AS TO LA. R.S. 38:2227

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared:

(print name of affiant signing affidavit)

who did depose and state:

PART I. TO BE COMPLETED BY SOLE PROPRIETOR

(Business Entities must complete Parts II and III.)

1. that he is a sole proprietor doing business under the name _____;
2. that his address is _____;
3. that on _____, he did submit a bid for a public contract with Terrebonne Parish Consolidated Government, for the construction of Parish Project No. 24-HVAC-05 Rebid, bearing the name: HVAC Repairs for Animal Shelter.

4. that since July 2, 2010, he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(1), as may be revised, which consists of the following non-exclusive list: *Public bribery, Corrupt influencing, Extortion, and/or Money laundering*; and
5. that since July 2, 2010, or for a period of five years prior to the date of his bid for said project, whichever is shorter, he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(2), as may be revised, as a result of an offense committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes, said crimes consisting of the following non-exclusive list: *Theft, Identity theft, Theft of a business record, False accounting Issuing worthless checks, bank fraud, Forgery, Contractors; misapplication of payments, and/or Malfeasance in office.*

PART II. TO BE COMPLETED BY AUTHORIZED AGENT OF BUSINESS ENTITY

(Sole Proprietors must complete Parts I. and III.)

1. that he is _____, a duly authorized representative of _____ (hereinafter the "bidding entity"), who's address is _____;

2. That on _____, the said bidding entity did submit a bid for a public contract with Terrebonne Parish Consolidated Government, for the construction of Parish Project No. 24-HVAC-05 Rebid, bearing the name: HVAC Repairs for Animal Shelter.

3. that since July 2, 2010, no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(1), as may be revised, which consists of the following non-exclusive list: *Public bribery, Corrupt influencing, Extortion, and/or Money laundering*; and

4. that since July 2, 2010, or for a period of five years prior to the date of said bidding entity's bid for said project, whichever is shorter, no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(2), as may be revised, as a result of an offense committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes, said crimes consisting of the following non-exclusive list: *Theft, Identity theft, Theft of a business record, False accounting, Issuing worthless checks, bank fraud, Forgery, Contractors; misapplication of payments, and/or Malfeasance in office.*

PART III. ATTESTATION

Affiant Signature: _____

Affiant Name Printed: _____

Title of Affiant: _____

Bidding Entity or Company: _____

Sworn to and subscribed before me, in the Parish of _____, Louisiana this _____ day of _____, 20_____.

 NOTARY PUBLIC

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Bidder's Check List

This checklist is for your guidance only and does not necessarily constitute each and every requirement of this bid. Please read the entire bid thoroughly to ensure that your submission is complete.

Please check the box if you have completed the following:

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

- Bid name & Bid number, and State Contractor's License number
- Company's name

- Company's complete address

OR

2. Bids can be electronically submitted as per instructions on the CAH site and accompanied by the required documents herein.

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

3. Official Bid Form Section "A":

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

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

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

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

Signature Authorization: (Required By ALL Bidders)

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

- Provide documentation stating that the person signing the bid is authorized to bind the company to the requirements of the bid/contract.
- The documentation provided must be signed by a member of the company with authority as outlined herein

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

- 5% Bid Security**

- Technical and Warranty Information**

- 5. Documents to be submitted within 10 days after Notice of Award:**

- Non-Collusion Affidavit
 - Affidavit of Verification of Citizenship
 - Affidavit of Attestation
 - Indemnification Agreement
 - Insurance Certificate

Attachment

Specifications for HVAC Repairs

TERREBONNE PARISH ANIMAL SHELTER: ReBid No. 24-HVAC-05 HVAC Purchase, Installation, Delivery and Training on HVAC Repairs for Terrebonne Parish Animal Shelter

PROJECT SUMMARY: The purpose of this request is to solicit bids from qualified firms with expertise in HVAC Repair. The contracted work involves providing all necessary labor, insurance, bonds, materials, and equipment as outlined in the Scope of Work below. Within this bid, you will find a comprehensive overview of the project, existing mechanical drawings, equipment specifications, and details of the HVAC deficiencies.

This animal shelter encompasses distinct areas, including the Adoption Zone, Surgical Wing, Holding Kennels, and Offices. The shelter's climate control relies on seven (7) AAON Dedicated Outdoor Air Package Units (DOAS), each equipped with Energy Recovery Wheels (ERW) and exhaust fans.

BASE Price Scope of Work to consists of the following:

1. Provide all labor and materials needed to replace all the energy recover wheels, belts, motors, and seals on all seven (7) AAON Rooftop DOAS systems.
2. Provide all labor and materials to remove existing filter media from all units. Provide all labor and materials to install factory outside air/intake filters in all seven (7) AAON Rooftop DOAS systems.
3. Provide all labor and materials to remove existing filter media from all exhaust grilles. Provide all labor and materials to install new 1" MERV 8 pleated filters in all exhaust grilles throughout the Animal Shelter.
4. Provide all labor and materials to furnish and install balancing dampers and ceiling access hatches in order to perform the required TAB work.
5. Provide all labor and materials to furnish and install seven (7) Room Pressure Monitors within each space of the Animal Shelter.
6. Provide all labor and materials to furnish and install a front-end type controls interface to give customer access to the HVAC monitoring and overall system conditions.
7. Provide Professional Commissioning Services to Commission all seven (7) AAON Rooftop DOAS systems and new front-end controls system.
8. Provide Professional Testing and Balance Services needed to balance the Supply and Exhaust Air on all seven (7) AAON Rooftop DOAS systems.
9. Develop a complete Preventative Maintenance Checklist for all HVAC equipment based on the engineering report and the new HVAC repairs made.

10. Perform an On-Site Preventative Maintenance training with the Preventative Maintenance Contractor and owner.
11. Provide one (1) new spare AAON VCCX2 controller.

ALTERNATES Price Scope of Work to consists of the following:

1. Alternate #1

- a. Provide cost for a one (1) year maintenance program.
- b. Provide an extra set ERW Media for each Rooftop DOAS System.
- c. Provide extra set of 2" Metal Mesh OSA Filters for each Rooftop DOAS System.

2. Alternate #2

- a. Provide all labor, materials, etc. to furnish and install seven (7) new indoor Air Quality (IAQ) Monitors throughout the Animal Shelter.

3. Alternate #3

- a. Provide all labor, materials, etc. to furnish and install seven (7) new indoor Air Quality (IAQ) Monitors throughout the Animal Shelter.

- ✓ Pricing should be valid for the next 45 days.
- ✓ All proposals/bids are **REQUIRED** to include on-site training on the new equipment with the owner following the completion of the fieldwork.
- ✓ All bids are **REQUIRED** to include a comprehensive Preventative Maintenance Checklist for all HVAC equipment.
- ✓ All bids are **REQUIRED** to include a one (1) year parts and labor warranty for the work completed.
- ✓ All bids are **REQUIRED** to provide Equipment and Material Lead Times.
- ✓ All bids are **REQUIRED** to provide a Project Schedule disclosing an estimated start date, end date, order in which work will be performed, etc. within two (2) weeks of the project being awarded. **Total Project duration should not exceed 120 days.**

The following "Contract Documents" are being provided:

1. A – Project Overview & Scope of Work
2. B – TPCG Animal Shelter HVAC Engineering Report
 - Existing Mechanical Drawings are included in the report.

Instructions to Bidders

1. This is a turn-key project. The contractor is responsible for providing all services, labor, material etc. to deliver a complete and functional system to the owner.
2. You are invited to submit your Separated Firm Price Proposal to provide the scope of work listed above.
3. Proposal pricing should be valid for the next 45 days.
4. All bids are **REQUIRED** to include on-site training on the new equipment with the owner following the completion of the fieldwork.
5. All bids are **REQUIRED** to include a comprehensive Preventative Maintenance Checklist for all HVAC equipment.
6. All bids are **REQUIRED** to include a one (1) year parts and labor warranty for the work completed.
7. All bids are **REQUIRED** to provide Equipment and Material Lead Times.
8. All bids are **REQUIRED** to provide a Project Schedule disclosing an estimated start date, end date, order in which work will be performed, etc within two (2) weeks of the project being awarded. Total Project duration should not exceed 120 days.
9. Please note that the Terrebonne Parish Animal Shelter is an active building and consideration must be given.

A – PROJECT OVERVIEW & SCOPE OF WORK

SCOPE OF WORK:

Outline:

1. EXISTING ROOFTOP PACKAGE UNIT REPAIRS AND MODIFICATIONS SCOPE OF WORK:

- a. Provide all parts, materials and labor needed to replace the energy recover wheels and its associated belts, motors and seals on all seven (7) AAON Rooftop DOAS systems.
 - i. New Energy Recovery Wheels to be equipped with a 1% Purge functionality.
- b. Remove existing filter media from all units. Provide and install factory outside air/intake filters in all seven (7) AAON Rooftop DOAS systems.
 - i. Remove the poly roll filter media on the weather hoods and replace the 2” pleated filters with the original metal mesh filters on each unit.

The existing Rooftop HVAC Equipment serving TCPG Animal Shelter is listed below:

Rooftop Package Unit No. 1 (Main Entry Area / Offices): RTU-1

- AAON Dedicated Outdoor Air System (100% Outside Air)
- RTU Model: RN-010-8-0-FB09-3K4: GABDD0BDTEB0B0DEA00E0000A0000A1
- Nominal Tonnage: 10-Tons
- Gas Heat 120MBH
- Electrical: 208-230/3/60; MCA: 63; MOCP: 90

Rooftop Package Unit No. 2 (Cat Adoption Area): RTU-2

- AAON Dedicated Outdoor Air System (100% Outside Air)
- RTU Model: RN-008-8-0-FA09-324: GABDD0BDTDB0B0DEA00E0000A0000A1
- Nominal Tonnage: 8-Tons
- Gas Heat 72.9MBH
- Electrical: 208-230/3/60; MCA: 49; MOCP: 70

Rooftop Package Unit No. 3 (Cat Support Area): RTU-3

- AAON Dedicated Outdoor Air System (100% Outside Air)
- RTU Model: RN-010-8-0-FB09-3K4: GABDD0BDTEB0B0DEA00E0000A0000A1
- Nominal Tonnage: 10-Tons
- Gas Heat 120MBH
- Electrical: 208-230/3/60; MCA: 63; MOCP: 90

Rooftop Package Unit No. 4 (Animal Treatment/Dishwasher/Laundry): RTU-4

- AAON Dedicated Outdoor Air System (100% Outside Air)
- RTU Model: RN-008-8-0-FA09-324: GABDD0BDTDB0B0DEA00E0000A0000A1
- Nominal Tonnage: 8-Tons
- Gas Heat 72.9MBH
- Electrical: 208-230/3/60; MCA: 49; MOCP: 70

Rooftop Package Unit No. 5A3 (Healthy Holding Kennels): RTU-5A3

- AAON Dedicated Outdoor Air System (100% Outside Air)
- RTU Model: RN-025-8-0-EB09-344: GADFD0BDRFB0B0HEC00E0000A0000A1
- Nominal Tonnage: 25-Tons
- Gas Heat 218.7MBH
- Electrical: 208-230/3/60; MCA: 164; MOCP: 200

Rooftop Package Unit No. 6A1 (Quarantine Holding Kennels): RTU-6A1

- AAON Dedicated Outdoor Air System (100% Outside Air)
- RTU Model: RN-025-8-0-EB09-344: GADED0BDRFB0BOHEC00E0000A0000A1
- Nominal Tonnage: 25-Tons
- Gas Heat 218.7MBH
- Electrical: 208-230/3/60; MCA: 158; MOCP: 200

Rooftop Package Unit No. 7 (Surgical Area): RTU-7

- AAON Dedicated Outdoor Air System (100% Outside Air)
- RTU Model: RN-013-8-0-FB09-3F4: GAKDD0BDCEB0BOHEA00E0000A0000A1
- Nominal Tonnage: 13-Tons
- Gas Heat 156MBH
- Electrical: 208-230/3/60; MCA: 81; MOCP: 100

Please refer to the attached engineering report and existing mechanical drawings for further information.

2. INDOOR EXHAUST GRILLE FILTER REPLACEMENT:

Currently, Poly Roll Filter Media is being used on the exhaust air grilles to filter the exhaust air. Provide all labor, material, etc. to replace the poly roll media filters with 1" MERV 8 pleated filters for each exhaust air grille in the building. Please refer to the engineering report and existing mechanical drawings for further information.

3. MANUAL VOLUME BALANCING DAMPER INSTALLATION SCOPE OF WORK:

For the proper execution of air balancing procedures, manual volume balancing dampers in the exhaust air ductwork is required. As per the available as-built mechanical drawings, certain exhaust ducts already include dampers within the duct system but three (3) manual volume balancing damper are required to be installed. Provide all labor, materials, etc. to furnish and install the three (3) manual volume dampers. It is essential to field verify to confirm the presence of balancing dampers in the exhaust air ducts, to identify the ducts require the addition of dampers, and verify the damper sizes required. Please refer to the engineering report and existing mechanical drawings for further information.

4. ACCESS HATCH INSTALLATION SCOPE OF WORK:

The exhaust ducts positioned above the solid ceiling within the holding kennels require the integration of access hatches. Access hatches in the holding kennels are required to be installed to access exhaust air duct MVD's. Provide all labor, materials, etc. to furnish and install three (3) access hatches. Location of these access hatches shall be field verified. These hatches are needed to facilitate the installation of dampers and enable subsequent adjustments as required during the balancing process. Please refer to the engineering report and existing mechanical drawings for further information.

5. ROOM PRESSURE MONITOR SCOPE OF WORK:

Provide all labor, materials, etc. to furnish and install seven (7) Room Pressure Monitors within each space of the animal shelter. One Room Pressure Monitor shall be provided for the zone served by each RTU. Acceptable Monitor Manufactures are TSI (RPM10), Dwyer (RSME-B-014), or approved equal. Wall mount Monitor Range to be -0.05" w.g to +0.05" w.g with 1% accuracy. Please refer to the engineering report and existing mechanical drawings for further information.

6. DDC CONTROLS SCOPE OF WORK:

Provide labor, materials, etc. to install a Building Automation System with a central front-end for the seven (7) AAON Units. System to have a BACnet Router for communication between network types. All input and output points from the AAON Controller to be continuously and automatically monitored and displayed on the central front-end. Remote alarm annunciation required up to 5 emails/devices. Web Server and Communication with Mobile devices required. Each HVAC Package Unit to have a Rooftop Unit Open Controller. Please refer to the engineering report and existing mechanical drawings for further information.

1. Software to have at least two (2) user licenses.

1A. Alternate # 1 One (1) Year Maintenance Contract and Spare Parts/Material:

- a. All proposals/bids are to include a one (1) year maintenance program.
 - a. Minimum requirements include the following:
 - i. Quarterly replacement of all pleated filters
 - ii. Quarterly cleaning of mesh filters
 - iii. Quarterly evaporator and condenser coil cleaning
 - iv. Quarterly replacement of any blower motor belts
 - v. Quarterly inspection all bearings and grease per motor manufacturers recommendations
 - vi. Quarterly maintenance and cleaning of the energy recover wheels
 1. Lubricate all moving parts, replace belts
 - vii. Verify System Refrigerant Charge and note all pressures, superheat, and subcooling.

- viii. Provide Quarterly summary of all maintenance work performed and provide recommendations for any additional work or repairs.

2A. Alternate # 2- Provide Extra Set of ERW Media and Metal Mesh Filters:

- a. Provide an extra set ERW Media for each RTU.
- b. Provide extra set of 2" Metal Mesh OSA Filters for each RTU.

PROJECT GENERAL NOTES:

1. The installation shall comply with all laws applying to work in effect.
2. The contractor shall provide all services, labor, and materials for a complete and functional system under the contract with the owner.
3. The contractor is urged to visit and to examine the job site in order to become more familiar with all existing conditions pertinent to the work to be performed thereon. No additional compensation will be allowed for failure to be so informed.
4. Location, sizes, capacities, quantities etc. of the electrical, mechanical, and plumbing services and equipment are shown in accordance with data secured from existing record drawings and site observations. The drawings and data are offered as an estimating guide without guarantee of accuracy. Check and verify all data given, and verify exact locations of utility services, equipment, ductwork, etc. pertaining to work prior to performing the work.
5. All construction work shall be performed by licensed contractors and methods and materials shall comply with all applicable state, city codes and standards.
6. The materials and workmanship shall meet and/or exceed these specifications. In the event there is a conflict between these specifications, the manufactures' requirements, and/or local authority requirements, the most stringent shall apply.
7. The contractor is responsible for providing any engineered drawings required for permitting, obtaining all applicable permits, and permit costs. Permits will be secured prior to beginning the project.
8. The contractor shall submit any applicable drawings and specifications prior to starting work. Contractor proposal shall be subject to the approval of the owner.
9. System layouts are schematic and show approximate locations of piping, ductwork, and equipment. Exact locations shall be coordinated and verified in the field and may be determined by structural and other conditions. This shall not be construed to mean that the design of the system may be arbitrarily changed. Because of the nature of this RFB, it is not possible to indicate all duct and piping offsets, fittings and accessories that may be required.

10. All work shall be completed in a manner consistent with good mechanical practice and the requirements of the building code. Any work not acceptable to the owner shall be removed and replaced as necessary, at no cost to the owner.
11. Follow all requirements of the manufacturers' installation, operation, and startup instructions and these specifications.
12. The contractor is responsible for the safety and good conditions of the materials, equipment and systems installed until final acceptance by Owner. All materials shall be stored in such a manner as to prevent damage or weathering prior to installation.
13. The contractor shall develop and implement a safety plan, discuss additional requirements with owner, and submit the plan to owner and owner rep. Updates to the plan shall immediately be distributed to all parties.
14. All material, tools, etc. shall be kept in a secure location and/or locked out when not being utilized.
15. Contractors' staff shall follow check-in and check-out procedures and facility usage guidelines outlined by the owner.
16. All personnel shall present themselves professionally and refrain from using foul language.
17. The work shall be completed in accordance with the contract schedule established.
18. Contractor to provide equipment, materials, and labor necessary to correct deficiencies found during commissioning and/or test and balance processes and to fulfill contract and warranty requirements.

CODES, STANDARDS, AND PERMITS:

1. Perform Work in Accordance with the Accepted Edition, Revision, Amendment, or Supplement of Applicable Statutes, Ordinances, Codes, or Regulations of The Nation, State, County, and Local Authorities Having Jurisdiction in Effect on The Date Bids are Received.
2. When approval standards have been established by OSHA, Underwriter's Laboratories, International Mechanical CODES, ASME, AGA, AMCA, ASA, ASHRAE, ARI, CSA, ETL, FN, NEC, and NFPA, these standards shall be followed whether or not indicated on the contract drawings and specifications. Include the cost of all work required to comply with the requirements of these authorities.
3. All work shall comply with the latest state and city codes including but not limited to the following:

1. INTERNATIONAL MECHANICAL CODE - 2021
 2. ANSI/ASHRAE/IESNA 90.1 - 2015
 3. NFPA 30 - 2012
 4. NFPA 45 - 2011
 5. NFPA 55 - 2013
 6. NFPA 70 - 2011
 7. NFPA 72 - 2013
 8. NFPA 90A -2012
 9. NFPA 90B -2012
 10. NFPA 96 - 2011
 11. NFPA 101 - 2012
 12. All requirements of the state fire marshal
4. All equipment shall be U.L List where applicable.

CUTTING AND PATCHING:

1. Submit a written notification to the building representative in advance and obtain approval for any cutting or making such alterations to the building.

MATERIALS AND WORKMANSHIP:

1. Perform work by workmen skilled in the trade required for the work. Install all materials and equipment to the present neat appearance when completed and in accordance with the approved recommendations of the manufacturer and the best practices of the trade and in conformance with the contract documents.
2. Provide all labor, materials, tools, equipment, apparatus, and appliances essential to the complete functioning of the systems described or indicated herein, or which may be reasonably implied as essential whether mentioned in the contract documents or not.

SERVICE:

1. Place all systems in complete working order, clean equipment thoroughly returning to "as new" condition prior to request for final review.
2. Replace all return air filters.

3. Immediately prior to final acceptance of project, inspect, clean, and test all systems as listed in the bid.
4. Remove all excess materials and debris. Leave all areas "broom clean".

FIELD QUALITY CONTROL:

1. Perform electrical test and visual and mechanical inspections.
2. Perform operation test. Start units to confirm proper operation and compliance with requirements.
3. Verify proper damper installation and operation.
4. Test and adjust all controls and safeties. Replace damaged and malfunctioning controls and equipment.
5. Consult manufacturers for all installations. Meet and exceed the manufacturers recommendations.

SUBMITTALS:

1. The mechanical contractor to provide all equipment submittals to the building representative. No equipment shall be ordered until submittals have been approved, signed, and dated.

OPERATION AND MAINTENANCE MANUALS:

1. Furnish copies of complete operation and maintenance instructions, service manuals, and parts list applicable to each manufactured item of the equipment furnished. Provide hard copies and electronic copies of the operation and maintenance manuals to the building owner. Hard copy operation and maintenance manual to be binded in heavy duty loose-leaf binders.

OPERATING INSTRUCTIONS:

1. The contractor shall demonstrate that the equipment is installed according to the manufacturer's recommendations, is operating properly, and to instruct operating personnel during the start-up and operating tests of the complete mechanical systems. Prove the operation of equipment to the satisfaction of the building representative.

ATTACHMENT
BUILDING HVAC SURVEY REPORT