



REQUEST FOR PROPOSALS

#24-ELECDIST-18

**ENGINEERING SERVICES FOR PLANT ROAD
SUBSTATION REPLACEMENT**

Invitation to Proposers

Sealed proposals will be opened at the Terrebonne Parish Consolidated Government Purchasing Division Conference Room, 301 Plant Road, Houma, Louisiana, 70363 at **2:00 pm** as shown on the Purchasing Division Conference Room Clock on **July 23, 2024**, for the following:

Proposal No. 24-ELECDIST-18 Engineering Services for Plant Road Substation Replacement

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

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

Proposal forms, information and specifications may be obtained by contacting Sharon Ellis at (985) 873-6821 or sellis@tpcg.org. The Request for Proposal (RFP) is available in electronic form on the Terrebonne Parish Consolidated Government website <http://www.tpcg.org/bids> and is also posted on www.centralauctionhouse.com. To view, download, and receive proposal notices by email, you must register with Central Auction House (CAH). Any questions about the CAH process, contact Ted Fleming with Central Auction House at 1-225-810-4814.

No proposals will be received after the date and hour specified. The Terrebonne Parish Consolidated Government reserves the right to reject any and all proposals and to waive any informalities.

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

Advertise:
July 2, 2024
July 9, 2024
July 16, 2024

**REQUEST FOR PROPOSAL
FOR
24-ELECDIST-18 Engineering Services for Plant Road
Substation Replacement**

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this RFP is to obtain competitive sealed proposals from qualified Proposers who are interested in providing labor, travel, per diem and mileage necessary to perform work based on their interpretation of the specifications provided to them from Terrebonne Parish Consolidated Government. All work shall be performed by knowledgeable personnel who have been trained to perform this work safely and effectively.

1.2 Scope

Engineering Services for the Plant Road Substation Replacement.

1.3 Term of Contract

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the Engineer have been made.

1.4 Schedule of Events

	<u>DATE</u>	<u>TIME</u>
1. RFP advertised and posted to sites	7/02/2024	8:00am
2. Deadline to receive written inquiries	7/12/2024	1:00pm
3. Deadline to answer written inquiries	7/16/2024	1:00pm
4. Deadline to receive Proposals	7/23/2024	2:00pm
5. (All proposals shall remain sealed until the date and time listed)		
6. Presentations & Discussions, if applicable	TBD	
7. Notice of Intent to Award announcement	TBD	
8. Contract Initiation	TBD	

NOTE: The TPCG reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.5 Proposal Submittal

Firms or individuals who are interested in providing services under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version on or before the date and time specified in the Schedule of Events. Fax or email submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

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 **no later than the date and time shown in the Invitation to Proposers.**

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

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

- Proposal Name and Number: **#24-ELECDIST-18 Engineering Services for the Plant Road Substation**
- Proposal Opening Date and Time: July 23, 2024, 2:00 PM

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

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

1.6 Proposal Response Format

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 submitted on the Proposer's official business letterhead and should summarize the Proposer's ability to perform the services required in the RFP and confirm the Proposer is willing to perform the required services and enter into a contract with TPCG. The cover letter should also:

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

By signing the cover letter and/or the proposal, the Proposer certifies compliance with the signature authority required in accordance with Louisiana law. Evidence of signature authority includes:

1. The signer of the proposal is either a corporate officer who is listed on the

most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **If this applies, a copy of the annual report or partnership record must be included with the RFP submission.**

2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification must be included with the RFP submission.**
3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **If this applies, a copy of the applicable document must be included with the RFP submission.**

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

C. **Company Description and Experience:** Provide a description of Proposer's firm, knowledge and experience in providing similar services as requested in this RFP. Describe the company's number of years of experience and the size of the company. If the Proposer has been terminated from any contract within the past five (5) years, please include the client information, contact name and number and the reason for termination. Provide If the Proposer has failed to complete any work awarded, please include where, why and when? If the Proposer, its principles, officers, or predecessor organization has even been disbarred or suspended from bidding federal, state, or local government agency projects during the past five (5) years provide the details.

D. **Subcontractors:** Any subcontractors who are proposed to be part of the project team must be clearly identified and the Respondent is to include a statement of the nature and the percentage of total work that is anticipated to be provided by the subcontractor should the Respondent be selected as the most qualified. Respondent shall demonstrate in its SOQ that any proposed subcontractor has a history of proven and measurable experience in the area of services proposed to be used by the Respondent in its scope of services, including the submission of three (3) references from each subcontractor.

E. **Capacity to Perform:** The Proposer should submit satisfactory evidence that they have the ability and capacity to perform the services required by this RFP. Describe the methodologies to be used in meeting the requirements of this RFP. The Proposer should describe how their firm has met their objectives with past performance. The Proposer should include specific examples of past performance on similar projects.

F. **Project Team:** Include a management and organizational chart specific to providing the proposed scope of services. Indicate position, title, job responsibilities, and where the personnel are proposed to be based. Provide the experience and resumes of those partners, principals, and employees of the Respondent who be actually responsibly for, and actively involved in a substantial manner in, the provision of services related to this contract.

G. **Reference Projects:** Respondents should provide at least three (3) but no more than five (5) reference projects completed by the Respondent of comparable size and scope. For each reference project, the Respondent should provide a brief description of the project, the scope of work completed, dates of contract start and completion, and contact information, including names, phone numbers and emails for the client for whom the work was completed.

H. **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.

I. **Non-Collusion Affidavit:** Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, declaring that Proposer has not colluded with any other person, firm or corporation in regards to any Proposal submitted. A form Affidavit is attached as Exhibit B to the attached Contract.

J. **Price Proposal:** Respondents price proposal shall be submitted on Exhibit A. Partial proposals, not covered by forms or alternate Proposals, will not be considered. Any such unsolicited proposals may expose the submitted price in the event that all Proposals are rejected and that new specifications are advertised which may include a new proposal.

1.7 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Each Proposer shall also submit the following:

- One (1) redacted copy of the proposal **IF APPLICABLE**
- Two (2) additional copies of the original proposal
- One (1) "searchable" electronic copy of the proposal on a USB flash drive. The searchable electronic copy should be provided as one (1) file. This USB flash drive shall be labeled / identified as COPY.
- One (1) electronic redacted copy of the proposal on a USB flash drive. The electronic redacted copy should be provided as one (1) file. This USB flash drive shall be labeled / identified as REDACTED COPY. **IF APPLICABLE**

1.8 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.

1.9 Confidential Information, Trade Secrets and Propriety Information

All financial, statistical, personal, technical and other data and information relating to the TPCG's operation which are designated confidential by the TPCG and made available to the Proposer in order to carry out the contract, or which become available to the Proposer in carrying out the contract, shall be protected by the Proposer from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the TPCG. The identification of all such confidential data and information as well as the TPCG's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the TPCG in writing to the Proposer. If the methods and procedures employed by the Proposer for the protection of the Proposer's data and information are deemed by the TPCG to be adequate for the protection of the TPCG's confidential information, such methods and

procedures may be used, with the written consent of the TPCG, to carry out the intent of this paragraph. The Proposer shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Proposer's possession, is independently developed by the Proposer outside the scope of the contract or is rightfully obtained from third parties.

Under no circumstance shall the Proposer discuss and/or release information to the media concerning this project without prior express written approval of the Terrebonne Parish Consolidated Government.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.10 Proposer Inquiry Periods

Written questions regarding RFP requirements or Scope of Services must be submitted to the persons listed below:

Administrative Inquiries:

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

Technical Inquiries:

TPCG Utilities
Attention: Ernest Brown
P O Box 2768
Houma, LA 70361
E-Mail: ebrown@tpcg.org
Phone: (985)873-6750

The TPCG will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The TPCG shall reserve the right to modify the RFP should a change be identified that is in the best interest of the TPCG. Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at https://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities and <https://www.centralauctionhouse.com/>.

Only Sharon Ellis, Purchasing Manager or Ernest Brown, Utilities Director or his / her designee has the authority to officially respond to a Proposer's questions on behalf of the TPCG. Any communications from any other individuals shall not be binding to the TPCG.

1.11 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 1.10 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.

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 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:

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

1.12 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.

1.13 Changes, Addenda

The TPCG reserves the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if posted, will be posted at https://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities and <https://www.centrauctionhouse.com/>.

It shall be the responsibility of the Proposer to check the website(s) for addenda to the RFP.

1.14 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the Purchasing and Warehouse Manager identified in the RFP.

1.15 Waiver of Administrative Informalities

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

1.16 Proposal Rejection / RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the TPCG to award a contract. The TPCG shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the TPCG's best interest.

1.17 Ownership of Proposal

All materials submitted in response to this request become the property of the TPCG. Selection or rejection shall not affect this right.

1.18 Proposal Validity

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

1.19 Cost of Offer Preparation

The TPCG shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the TPCG.

1.20 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP. Any taxes, other than State and Local Sales and Use Taxes, from which the TPCG is exempt, shall be assumed to be included in the Proposer's cost.

1.21 Determination of Responsibility

In order to qualify as responsible, a Proposer must meet certain standards as they are related to the particular procurement under consideration. The TPCG must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

1.22 Prime Contractor Responsibilities

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

1.23 Use of Subcontractors

The TPCG shall have a single prime Contractor as the result of any contract negotiation, and that prime

Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor, if requested by the TPCG. The prime Contractor shall be the single point of contact for all subcontract work.

Unless specifically otherwise authorized in writing, Contractor shall limit subcontracting to one (1) tier and shall designate a single point of contact with each subcontractor to address billing and payment issues. The Contractor shall be fully responsible to TPCG for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

Nothing contained in this agreement shall create any contractual relationship between any subcontractor and the TPCG; however, the TPCG shall be deemed a third-party beneficiary of any such contractual relationship. Contractor shall maintain a complete list of subcontractors and material suppliers, including names, addresses, phone numbers, and designated representatives. A current list shall be provided to TPCG on request by not less frequent than a biweekly basis.

The Contractor shall not use a subcontractor or material supplier to whom the TPCG has a reasonable objection. Contractor shall make all reasonable attempts to employ residents of Terrebonne Parish and subcontract with firms and/or companies domiciled or currently doing business within Terrebonne Parish. Any subcontractors used by the Contractor shall be identified to Terrebonne Parish.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the Contractor the same powers regarding terminating any subcontract that the TPCG may exercise over the Contractor under any provisions of this agreement.

This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

1.24 *Written or Oral Discussions / Presentations*

The TPCG, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the TPCG program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

The TPCG reserves the right to adjust the original scores based upon information received in the presentation, using the original evaluation criteria contained in the RFP.

1.25 Acceptance of Proposal Content

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

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

1.26 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the TPCG, which will determine the proposal most advantageous to the TPCG, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.27 Best and Final Offers (BAFO)

The TPCG reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and 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.

The TPCG reserves the right to adjust the original scores based upon BAFO's submittal response(s), using the original evaluation criteria contained in the RFP.

The written invitation to participate in BAFO will not obligate the TPCG to a commitment to enter into a contract.

1.28 Contract Award and Execution

The TPCG reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The TPCG reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the TPCG.

A Proposer should not submit its own standard contract terms and conditions as a response to this RFP. The Proposer is allowed to submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract period exceeds thirty (30) business days, or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the TPCG may elect to cancel the award and award the contract to the next highest ranked Proposer.

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

1.29 Contract Negotiations

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

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

1.30 Contract Documents

The Contract Documents shall include the Invitation to Proposers, Instruction to Proposers, Scope of Work/Services, Addenda, Proposal Forms, Bonds Insurance Certificates, Proposal Responses, Attachments, and all properly authorized modifications.

Any change in the Contract must be accomplished by a formal Contract Amendment signed and approved by the duly authorized Representative of the Contractor and of the Terrebonne Parish Consolidated Government. The Contract Documents shall be construed in accordance with the State of Louisiana Laws.

1.31 Non-Negotiable Contract Terms

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

1.32 Non-Exclusive Contract

It is the intent of the TPCG to designate a primary or preferred Contractor, so as to best prepare for an event. However, the TPCG reserves the right to employ the services of a different or one or more additional Contractors to assist with disaster recovery when, in its sole judgment, this action best serves the community.

1.33 Notice of Intent to Award

The evaluation committee shall compile the scores and make a recommendation to the Parish President on the basis of the responsive and responsible Proposer(s) with the highest score(s). The TPCG will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s).

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued. Any person aggrieved by the proposed award has the right to submit a protest in writing to the Purchasing/Warehouse Manager within seventy-two hours (72) after the TPCG issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Parish President and the Terrebonne Parish Council.

1.34 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.

1.35 Right to Prohibit Award

In accordance with the provisions of R.S. 38:2212.9, any public entity shall be authorized to reject a proposal from, or not award a 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 RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.36 Insurance Requirements

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VI. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Proposer, its agents, representatives, employees or subcontractors. The cost of the insurance shall be included in the total contract amount.

The CONTRACTOR, prior to commencing work, shall provide at his own expense proof of the required insurance coverage(s) required by the contract to TPCG in insurance companies authorized in the State.

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The TPCG reserves the right to request copies of subcontractor's Certificates at any time.

Within ten (10) days from the date of Notice of Award, Proposer shall furnish the TPCG with certificates of insurance effecting coverage required by the attached Contract. 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.

1.37 Indemnification and Limitation of Liability

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, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Contractor, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special,

punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

1.38 Basis and Method of Payment

For services required under Terms of the Contract, the fees shall not exceed the unit cost amounts stated in the Proposal Form in the Contract documents.

The service fees provided by the Proposer shall include all labor, equipment, chemicals, operation and other related services and costs delineated in the Contract documents. There will be no adjustment in the cost due to increases or decreases in chemical quantities, labor rates or transportation costs, except as provided by the Consumer Price Index (CPI) adjustment.

1.39 Contractor's Billing

Invoices for services shall be on a lump sum basis providing clear documentation of all services provided within the project period. Charges shall be segregated according to OWNER's direction to reflect those services. If at any time during the contract period, OWNER wishes to adjust the quantities referenced herein, then the appropriate adjustment upward or downward shall be based upon the original quotation and contract prices.

1.40 No Guarantee of Quantities

The TPCG reserves the right to increase or decrease quantities 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 contract, as determined by actual needs and availability of appropriated funds.

1.41 TPCG Furnished Resources

The TPCG shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the TPCG and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

1.42 Termination of the Contract for Cause

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

Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

1.43 Termination of the Contract for Convenience

The TPCG may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.44 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds to fulfill the requirements of the contract. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

1.45 Assignment

No assignment of this Contract or any right occurring under this shall be made in whole or in part by the Contractor; either voluntarily or involuntarily or by any process of law and shall not be or come under the control of creditors or trustee(s) of Contractor, without the express prior written consent of the Owner. In the event of any assignment, the assignee shall assume liability with the Contractor who shall continue to remain liable for the faithful performance of the Contract.

1.46 Right to Audit

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.

1.47 Record Ownership

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

1.48 Entire Agreement / Order of Precedence

The contract, together with the RFP and addenda issued thereto by the TPCG, the proposal submitted by the Contractor in response to the TPCG's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.49 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.50 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the TPCG. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any TPCG or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the TPCG's or Contractor's reasonable control, as the case may be, the TPCG or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.51 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. 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.

1.52 Claims or Controversies

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.

1.53 Non-Collusion Affidavit

Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, in the form provided with the proposal forms, at the time of submittal or within ten (10) days thereafter, to the effect that he has not colluded with any other person, firm or corporation in regards to any Proposal submitted.

1.54 Attestation Affidavit

Contractor acknowledges and agrees to comply with the provisions of LA R.S. 38:2212.10 regarding verification of employees involved in public contracts, as evidenced by the attached affidavit (E-Verify).

1.55 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.56 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

1.57 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or

commercially limiting actions. The TPCG reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.58 Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulators issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

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

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

1.59 Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

1.60 Energy Policy and Conservation Act

Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.61 Debarment and Suspension

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

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

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

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

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

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

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

1.63 *Davis-Bacon Act*

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

1.64 *Access to Records*

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

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

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

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

1.65 *DHS Seal, Logo and Flags*

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

1.66 *Changes*

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

Changes to the contract include any change in compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.67 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1.68 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

1.69 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

1.70 Louisiana First Hiring Act

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

1.71 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. 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.

1.72 Contract Work Hours and Safety Standards Act

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

1.73 Rights to Inventions Made Under a Contract or Agreement

Proposer acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any

resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".

1.74 Remedies for Breach

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

1.75 Copeland "Anti-Kickback" Act

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

1.76 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.

PART II
SCOPE OF SERVICES

Terrebonne Parish Consolidated Government
Utilities Department
Electric Distribution
301 Plant Road, Houma, LA 70363
Site Location: 299 Plant Road Electric Substation

Bidder to provide labor, travel, per diem, and mileage necessary to perform work based on their interpretation of the specifications provided to them from Terrebonne Parish Consolidated Government. All work shall be performed by knowledgeable personnel who have been trained to perform this work safely and effectively.

Due to multiple factors including, but not limited to safety, age, and reliability Terrebonne Parish Consolidated Government has decided to solicit bids for the Design and Construction Administration portions of a new 13.8kV electric substation to replace the existing.

Job Scope

Design

This portion is for the design and/or engineering of the new expanded or relocated substation. Shall include:

- Expand the existing substation (or propose relocation)
- Redesign the incoming & outgoing feeds (34.5kV and 13.8kV)
- New layout for the substation
- Consolidation of all low voltage controls and communication into one single panel
- Determine new equipment required and provide specifications
- Approval drawings, correct “certified for construction” prints, and any other documentation required for the purchase or installation of materials and equipment
- A final set of “As built” drawings to be provided at the end of the project including one paper copy and one digital copy

This design portion does not include hooking back up the distribution lines, commissioning, or testing.

Construction Administration

This portion is to aid Terrebonne Parish Consolidated Government with the administration of the Construction Phase of the project. These functions shall include, but are not limited to:

- Aid in the project bidding
- Answer contractor’s questions
- Review prior approval submittals
- Prepare required addendums

- Field construction questions
- Construction site visits
- Project oversight to include quality and design accuracy
- Final inspection

**PART III
EVALUATION**

3.1 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:

Evaluation Criteria	Possible Points
General Professional Impression	0-10
Quality and successful completion of projects of similar size and cost	0-15
Capacity to perform the work	0-20
Time, schedule and past experience at quality and timely completion of work	0-25
Cost Proposal	0-30
TOTAL POSSIBLE POINTS	0-100

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

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

3.2 Financial Proposal

Prices proposed by the Proposer shall be submitted and prices proposed shall be firm. The information provided in response to this section will be used in the Financial Evaluation to calculate the lowest evaluated cost.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

GENERAL CONSIDERATION

Termination or Suspension

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the INSPECTOR have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the OWNER as a consequence of the failure of the INSPECTOR to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the INSPECTOR.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. By the OWNER due to the departure for whatever reason of any principal member or members of the INSPECTOR'S firm.
5. By satisfactory completion of all services and obligations described herein.
6. By the OWNER by giving thirty (30) days' notice to the INSPECTOR in writing and paying fees due for completed work.

Upon completion/termination the INSPECTOR shall deliver to the OWNER all plans and records of the work compiled to the date of termination and the OWNER shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

Should the OWNER desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the OWNER in writing to that effect, and the work may be reinstated and resumed in full force and effective upon receipt from the OWNER of thirty (30) days' notice in writing to that effect. Payment for termination shall be in accordance with Paragraph 5.3.2.

Re-use of Documents

All documents including Drawings and Specifications prepared by INSPECTOR pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the Project or on any other project. Any re-use without written verification or

adaptation by INSPECTOR for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to INSPECTOR; and OWNER shall indemnify and hold harmless INSPECTOR from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.

Controlling Law

It is agreed by and between all parties hereto that this agreement is to be governed, construed and interpreted by and under the laws of the State of Louisiana and it is further agreed that all litigation concerning this contract shall be brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

Successors and Assigns

- 1 OWNER and INSPECTOR each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 2 Neither OWNER or INSPECTOR shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent INSPECTOR from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder, at his own expense.
- 3 Nothing herein shall be construed to give away any rights or benefits hereunder to anyone other than OWNER and INSPECTOR.

Public Liability

To the fullest extent permitted by law, INSPECTOR shall indemnify and hold harmless TPCG, and TPCG's elected or appointed officials, officers, directors, partners, agents, consultants, and employees from and against any and all claims, demands, costs, expenses, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, inspectors and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or related to the Project, provided that any such claim, demand, cost, loss, expense, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or loss of or destruction of tangible property, including the loss of use resulting there from, but only to the extent caused in whole or part by any negligent acts or omissions of the INSPECTOR or the INSPECTOR'S officers, directors, partners, employees, Consultants, or anyone directly or indirectly employed or contracted by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, expense, or demand is caused in part by a party indemnified hereunder. The INSPECTOR shall not be obligated to indemnify TPCG, or the TPCG's elected or appointed officials, officers, directors, partners, agents, Consultants, and employees, from their own negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.

Claim for Liens

The INSPECTOR shall hold the OWNER harmless from any and all claims for liens of labor, services or material furnished to the INSPECTOR in connection with the performance of its obligations under this contract.

Professional Liability Insurance

The INSPECTOR shall maintain professional liability coverage during the term of this agreement. The minimal acceptable limits shall be \$1,000,000 Per Loss; \$1,000,000 aggregate. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the INSPECTOR'S scope of Work as described in the Contract and its amendments; and OWNER shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level. This requirement shall extend to all professional subcontractors employed by the prime consultant engineer inspector or surveyor. INSPECTOR shall provide certification of such insurance and a copy of the policy upon request.

General Liability Insurance

The INSPECTOR shall maintain general liability coverage during the term of this agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

Workers Compensation Insurance

The INSPECTOR shall maintain Workers Compensation coverage during the term of this agreement. The limits of the Workers Compensation coverage shall be the Louisiana statutory requirements; shall provide Other States coverage, if applicable; and include Employer's Liability coverage with minimum acceptable limits of \$1,000,000 Each Accident, \$1,000,000 by Disease – Each Employee, and \$1,000,000 by Disease – Policy limit. The INSPECTOR shall provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract. INSPECTOR shall provide certification of such insurance and a copy of the policy upon request.

Auto Liability Insurance

The INSPECTOR shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage. Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non-owned Autos. If

INSPECTOR owns no vehicles, then a Hired and Non-owned Auto Liability policy is required. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is required; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is also required. INSPECTOR shall provide certification of such insurance and a copy of the policy upon request.

Deductibles and Self-Insured Retentions

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO, AND APPROVED BY THE OWNER. Prior to entering into this agreement, and at the option of OWNER, either,

The OWNER shall accept and approve the deductible or self-insured retention.

The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER.

The INSPECTOR shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverage
 - a. OWNER is to be added as “additional insureds” as respects liability arising out of activities performed by or on behalf of the INSPECTOR; products and completed operations of the INSPECTOR; premises owned, occupied or used by the INSPECTOR. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. The business auto policy under “Who is an insured” shall provide liability coverage in favor of OWNER. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.
 - b. Any failure to comply with reporting provisions of the policy shall not affect liability provided to OWNER.
 - c. The INSPECTOR’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. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.
2. Workers’ Compensation and Employer’s Liability Coverage

The insurer shall agree to **waive all rights of subrogation against OWNER**, for losses arising from work performed by the INSPECTOR’S for OWNER.

3. All Coverages

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

Acceptability of Insurers

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 INSPECTOR'S whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

Verification of Coverage

INSPECTOR shall furnish OWNER 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 OWNER BEFORE WORK COMMENCES. OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

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

EXHIBIT A

PROPOSAL OF: _____

COMPANY

ADDRESS

**PROPOSAL FOR
#24-ELECDIST-18 Engineering Services for Plant Road Substation Replacement**

TO: TERREBONNE PARISH CONSOLIDATED GOVERNMENT- UTILITIES
P.O. BOX 2768
HOUMA, LOUISIANA 70361

PROPOSER will furnish all labor, travel, per diem, and mileage required or necessary in accordance with the Terrebonne Parish Consolidated Government, Utilities Department Specification, Terms and Conditions set forth herein at the following rate(s):

TOTAL BASE BID: For all work/services required by this proposal (including any and all unit prices) _____

Dollars (\$) _____
_____)

SUBMITTED BY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

TELEPHONE _____

EMAIL _____

Proposers must acknowledge all addenda. The Proposer acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Proposer is acknowledging) _____
_____.

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
- | | |
|---------------------------------------|------------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, 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:
- (a) Theft (R.S. 14:67)
 - (b) Identity Theft (R.S. 14:67.16)
 - (c) Theft of a business record (R.S.14:67.20)
 - (d) False accounting (R.S. 14:70)
 - (e) Issuing worthless checks (R.S. 14:71)
 - (f) Bank fraud (R.S. 14:71.1)
 - (g) Forgery (R.S. 14:72)
 - (h) Contractors; misapplication of payments (R.S. 14:202)
 - (i) Malfeasance in office (R.S. 14:134)

LA R.S. 38:2212.10 VERIFICATION OF EMPLOYEES

- A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer 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.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

LA R.S. 23:1726(B) CERTIFICATION REGARDING UNPAID WORKERS COMPENSATION INSURANCE

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23

of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding/proposing entity.

X: _____

Name:

Title:

Company Name:

WITNESSES:

Sworn to and subscribed before me this _____ day of _____ 2024.

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.

APPEARER FURTHER DECLARES, that he will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes.

By: _____
Title

Subscribed and sworn to before me this _____ day of _____
_____, 2024

Notary Public

INDEMNIFICATION AGREEMENT

_____ 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 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: _____

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