

INVITATION TO PROPOSERS

Sealed proposals will be received on **August 13, 2024**, by Terrebonne Parish Consolidated Government, Purchasing Division for the Houma Restoration District Committee at the Purchasing Division located at 301 Plant Road, in Houma, Louisiana 70363 until 10:00 AM as shown on the Purchasing Division Conference Room Clock at which time sealed proposals shall be publicly opened and the name of the Proposers read aloud.

The Request for Proposal are posted on www.centralauctionhouse.com. To view these, download, and receive proposal notices by email, you have to register with Central Auction House (CAH). Any questions about this process, contact Ted Fleming with Central Auction House at 1-225-810-4814.

Request for Proposal: Restoration of Various Guard Rails (Readvertisement)

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:

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

Proposal forms and information concerning proposal documents may be obtained by contacting Bryan Bunn at bryan@triton.services or Nicholas Hebert at nhebert@allstate.com. The Request for Proposal (RFP) is posted on Central Auction House. 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 Houma Restoration District Commission reserves the right to reject any and all proposals and to waive any informalities.

/s/ Bryan Bunn

Bryan Bunn

Advertise:

July 24, 2024

July 31, 2024

**REQUEST FOR PROPOSAL
FOR
Restoration of Various Guardrails**

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 and material to repair and/or restore guardrails in various locations Houma. It is the intent of the Houma Restoration District Commission to obtain the most cost-effective program for restoration of pedestrian and vehicle guardrails.

1.2 Scope

Work under this proposal, in general, shall consist of all labor, equipment and materials to repair, sandblast, needle gun and paint the below listed pedestrian and vehicle guard rails.

- Guardrails on the Church Street bridge
- Guardrails on the Bayou Terrebonne pedestrian bridge between Church and Roussel Streets
- Guardrails on the Roussel Street bridge
- Guardrails on the Bayou Terrebonne pedestrian bridge between Roussel and Barrow Streets
- Guardrail/Handicap rail in the Memorial Park fountain area

1.3 Schedule of Events

	Date	Time
1. RFP advertised and posted to sites	7/24/2024	1:00 pm
2. Deadline to receive written inquiries	8/02/2024	1:00 pm
3. Deadline to answer written inquiries	8/06/2024	1:00 pm
4. Deadline to receive Proposals	8/13/2024	10:00 am
5. Presentations & Discussions, if applicable		TBD
6. Notice of Intent to Award announcement		TBD
7. Contract Initiation		TBD

NOTE: The HRD 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.

1.4 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 (All proposals shall remain sealed until the date and time listed). 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 frequently for any possible addenda that may be issued. The HRD 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
For The Houma Restoration District
301 Plant Road
Houma, Louisiana 70363

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

- Proposal Name: Restoration of Various Guard rails
- Proposal Opening Date and Time: August 13, 2024, at 10:00 AM

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.

1.5 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. **License(s):** Proposer must evidence licensing by the State of Louisiana Contractor's Board upon request and execution of contract.

D. **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.

E. **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 is 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.

F. **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. The Proposer must have the proper equipment / aircraft needed to

perform the scope of work of this RFP, as well as qualified pilots.

G. **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.

H. **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.

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

J. **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.

K. **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.

1.6 Number of Response Copies

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

- Two (2) additional copies of the proposal
- One (1) redacted copy of the proposal **IF APPLICABLE**
- 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**

1.7 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 are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.8 Confidential Information, Trade Secrets and Propriety Information

All financial, statistical, personal, technical and other data and information relating to the HRD's operation which are designated confidential by the HRD 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 HRD. The identification of all such confidential data and information as well as the HRD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the HRD 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 HRD to be adequate for the protection of the HRD's confidential information, such methods and procedures may be used, with the written consent of the HRD, 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 Houma Restoration District Commission.

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.

1.9 Proposer Inquiry Periods

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

Administrative and Technical Inquires:
Houma Restoration District Commission
Attention: Bryan Bunn
Houma, LA 70361
E-mail: bryan@triton.services
Phone: (985)647-3554

The HRD 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 HRD shall reserve the right to modify the RFP should a change be identified that is in the best interest of the HRD.

Official responses to all questions submitted by potential Proposers will be emailed by the date specified in the Schedule of Events.

Only **Bryann Bunn or his designee** has the authority to officially respond to a Proposer's questions on behalf of the HRD. Any communications from any other individuals shall not be binding to the HRD.

1.10 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 HRD Board Member or Contractor of HRD involved in any step in the procurement process about the affected procurement. "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. All communications to and from potential Proposers, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Contractor, the HRD and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the HRD 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 HRD 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 HRD 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.

1.11 Errors and Omissions in Proposal

The HRD 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 HRD reserves the right to make corrections or clarifications due to patent errors identified in proposals by the HRD or the Proposer. The HRD, at its option, has the right to request clarification or additional information from the Proposer.

1.12 Performance and Payment Bonds

Within ten (10) days from the date of Notice of Award, but prior to the execution of the Contract, Contractor shall furnish performance and payment Bonds each in an amount 50% of the contract price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The payment provisions of these bonds, regardless of form or content, shall be construed as deemed statutory bond provisions. These Bonds shall remain in effect at least until one year after the date of final payment,

except as otherwise provided by Law or Regulation or by the Contract Documents. The contractor shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority.

Any bond prescribed by the contract documents shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

Any surety bond shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

No surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus in the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

If the Surety on any Bond or any insurance company providing any insurance overages furnished by Contractor is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, Contractor shall within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to Owner. The Owner reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.

Contractor shall include subcontractors under its bonds or shall require that subcontractors furnish and evidence separate bonds conforming to the requirements herein.

If, at any time during the Contract period, the Contractor fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the Owner, the Owner reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

Contractor may provide an Irrevocable Letter of Credit Agreement in lieu of the Performance Bond. The Irrevocable Letter of Credit Agreement shall be developed through the Bank, Contractor, and the TPCG, which will be reviewed by the TPCG Legal Department.

1.13 Changes, Addenda

The HRD 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 and <https://www.centralauctionhouse.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 contact person identified in the RFP.

1.15 Waiver of Administrative Informalities

The HRD 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 HRD to award a contract. The HRD 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 HRD's best interest.

1.17 Ownership of Proposal

All materials submitted in response to this request become the property of the HRD. 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 HRD 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 HRD 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 HRD.

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 HRD 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 HRD 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 HRD 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 HRD 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 HRD. 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 HRD 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 HRD; however, the HRD 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 HRD on request by not less frequent than a biweekly basis.

The Contractor shall not use a subcontractor or material supplier to whom the HRD 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 HRD 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 HRD, 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 HRD program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

The HRD 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 HRD, which will determine the proposal most advantageous to the HRD, 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 HRD 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 HRD in clarifying the scope of work or to obtain the most cost-effective pricing available.

The HRD 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 HRD to a commitment to enter into a contract.

1.28 *Contract Award and Execution*

The HRD reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The HRD 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 HRD.

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 HRD 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 HRD, 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 HRD'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 HRD 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, irrevocable letters of credit, insurance Certificates, Proposal Responses, Attachments, and all property 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. Any litigation shall be filed and heard at the 32nd JDC, Terrebonne Parish, Louisiana.

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 HRD to designate a primary or preferred Contractor, so as to best prepare for an event. However, the HRD 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 Bonds; Letter of Credit

Within ten (10) days from the date of Notice of Award, but prior to the execution of the Contract, Proposer shall be required to provide a performance and a payment bond in accordance with the terms and conditions of the Contract attached to this RFP. Failure to provide the required bonds within the time specified may cause your offer to be rejected.

1.34 Notice of Intent to Award

The evaluation committee shall compile the scores and make a recommendation to the HRD on the basis of the responsive and responsible Proposer(s) with the highest score(s).

The HRD will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

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 HRD within seventy-two hours (72) after the HRD issues a Notice of Intent to award a contract.

The award of the contract shall be subject to the approval of the Houma Restoration District Commission.

1.35 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.

1.36 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.

1.37 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 HRD 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 HRD 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 HRD with certificates of insurance affecting 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 HRD before work commences.

1.38 Indemnification and Limitation of Liability

The Contractor agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, the Houma Restoration District Commission, 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, tortuous, 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.

1.39 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. The fees provided by the Proposer shall include all labor, equipment, operation and other related services and costs delineated in the Contract documents.

1.40 No Guarantee of Quantities

The HRD reserves the right to increase or decrease quantities at the unit price stated in the proposal. The HRD 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 HRD Furnished Resources

The HRD 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 HRD 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

HRD 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 HRD 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 HRD 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 HRD to comply with the terms and conditions of the contract provided that the Contractor shall give the HRD written notice specifying the HRD's failure and a reasonable opportunity for the HRD to cure the defect.

1.43 Termination of the Contract for Convenience

The HRD 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 HRD in any fiscal year covered by this contract, this agreement may be terminated by the HRD giving notice to the Contractor of such facts and the HRD'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 the 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 HRD, or others so designated by the HRD, 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 HRD and shall, upon request, be returned by the Contractor to the HRD, 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 HRD, the proposal submitted by the Contractor in response to the HRD'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 HRD. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any HRD or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the HRD's or Contractor's reasonable control, as the case may be, the HRD 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 E-Verify

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 Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of HRD. Any modifications to the provisions of this contract shall

be in writing, signed by all parties and approved by 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.

1.58 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.

1.59 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.

1.60 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.

1.61 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 WORK / SERVICES

2.1. GENERAL

Work under this proposal, in general, shall consist of all labor, equipment and materials to repair, sandblast, needle gun and paint the below listed pedestrian and vehicle guard rails.

- Guardrails on the Church Street bridge
- Guardrails on the Bayou Terrebonne pedestrian bridge between Church and Roussel Streets
- Guardrails on the Roussel Street bridge
- Guardrails on the Bayou Terrebonne pedestrian bridge between Roussel and Barrow Streets
- Guardrail/Handicap rail in the Memorial Park fountain area

2.2 MINIMUM QUALIFICATIONS

The Houma Restoration District Commission is seeking a qualified contractor who can provide the necessary personnel, equipment and materials to complete the required services in a timely and professional manner.

The Contractor shall create and maintain a thorough and comprehensive record for the work performed including labor and material used for such work.

The Contractor shall provide the HRD with a contact name and phone number of personnel responsible for the duration of the contract.

2.3 PAYMENT

Contractor shall invoice the Owner for Work performed. The Work performed shall meet the approval of Owner. The owner shall process payment after verification of the invoice.

2.4 TRAFFIC CONTROL

Traffic control shall be provided by the Contractor which shall include but not be limited the personnel and signage packages for any flagging operations required.

PART III EVALUATION

3.1 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the HRD Evaluation Committee for the purpose of selecting the Proposer with whom the HRD 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
Background and Experience	0 - 25
Capacity to Perform	0 - 25
Cost	0 - 50
TOTAL POSSIBLE POINTS	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the HRD, not on the basis of what may be inferred. Recommendation for award shall be made to the HRD for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the HRD, price and other factors considered.

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

3.2 Price

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.

"B"

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
MINIMUM INSURANCE REQUIREMENT FOR CONTRACTORS
(OTHER THAN NEW CONSTRUCTION OR RENOVATIONS)

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence with a \$2,000,000 general aggregate for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
3. Contractors Pollution Liability: \$1,000,000 combined single limit per occurrence with a \$2,000,000 general aggregate for bodily injury and property damage.
4. Aviation: \$1,000,000 per occurrence with a \$2,000,000 annual aggregate Aircraft Third Party Liability insurance limit for bodily injury and property damage; including \$1,000,000 per occurrence with a \$1,000,000 annual aggregate Chemical Application Liability insurance endorsement for bodily injury and property damage from covered chemical applications.
5. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers Liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY HRD. At the option of HRD, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects HRD, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

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

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

- a. HRD, 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 HRD, its officers, officials, employees or volunteers.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to HRD, its officers, officials, employees, Boards and commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The insurer shall agree to waive all rights of subrogation against HRD, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for HRD.

2. Workers' Compensation and Employer's Liability Coverage

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

3. All Coverage's

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. SUBCONTRACTORS

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

EXHIBIT A

PRICE PROPOSAL FORM

Item Number	Quantity	Description	Unit Price
1	1	Guardrails on the Church Street Bridge	
2	1	Guardrails on the Bayou Terrebonne pedestrian Bridger between Church and Roussel Streets	
3	1	Guardrails on the Roussel Street Bridge	
4	1	Guardrails on the Bayou Terrebonne pedestrian bridge between Roussel and Barrow Street	
5	1	Guardrail/Handicap rail in the Memorial Park Fountain area	

TOTAL PRICE WRITTEN OUT IN WORDS _____

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) _____

BY: CONTRACTOR _____

TITLE _____

PRINCIPAL OFFICE ADDRESS: _____

PARISH _____

TELEPHONE _____

EMAIL _____

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) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record
(R.S.14:67.20) | (h) Contractors; misapplication of
payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14:134) |
| (e) Issuing worthless checks (R.S. 14:71) | |

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: Steven G. Pavlovich

Title: General Manager

Company Name: Mosquito Control Services, LLC

WITNESSES:

Sworn to and subscribed before me this ____ day of June 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, The Houma Restoration District Commission, 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