



DEPARTMENT OF FINANCE
Terrebonne Parish Consolidated Government

P.O. Box 2768
Houma, Louisiana 70361-2768

tpcg.org
PHONE 985-868-5050

INVITATION TO PROPOSERS

Sealed proposals will be received on **January 8, 2025** by the Terrebonne Parish Consolidated Government Purchasing Division, 301 Plant Road Houma, Louisiana 70363 until 2:00 P.M. CST as shown on the Purchasing Division Conference Room Clock at which time sealed proposals shall be publicly opened and the name of the Proposers read aloud.

The Request for Proposal is available in electronic form at the Terrebonne Parish Consolidated Government website www.tpcg.org/Purchasing/Bidopportunities. Proposal documents are also 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 Bobby Callender with Central Auction House at 1-225-810-4814.

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

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

Request for Proposals (RFP): 25-PLAN-48 Contract for Grass Cutting of Offensive Accumulations and Trash Removal

Please contact Deon Stewart, Assistant Director, Planning and Zoning at 985-873-6563 ext. 1422 with regard to the specifications or Gina Bergeron, Purchasing Division, at 985-580-7272 for any clarifications or information about the proposal documents.

Contractors desiring to respond to the RFP shall submit evidence with their proposal that they hold and in full force and effect one (1) of the following licenses: Landscaping Grading and Beautification (Louisiana Contractors Licensing Board) or Landscape Horticulturist (Louisiana Department of Agriculture and Forestry). Failure to submit evidence with the submittal of the proper license will result in the proposal being declared irregular and shall be cause for rejection.

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

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

INSTRUCTIONS TO PROPOSERS

PART 1 : GENERAL

The Terrebonne Parish Consolidated Government (TPCG) is soliciting proposals for the furnishing of all labor, materials, and equipment necessary for the cutting of grass and cleaning of trash and debris from lots and open land which comes under the jurisdiction of the Nuisance Abatement Division of the TPCG Planning and Zoning Department, by authorization of the Terrebonne Parish Ordinance Number 8126. Services shall be executed strictly in accordance with the specifications and conditions outlined herein.

1.1 Schedule of Events

	<u>DATE</u>	<u>TIME</u>
1. RFP posted to TPCG website and blackout period begins	December 23, 2025	2:00 P.M.
2. Deadline to receive written inquiries	December 30, 2025	10:00 A.M.
3. Deadline to answer written inquiries	January 2, 2026	4:00 P.M.
4. Proposal Opening Date	January 8, 2026	2:00 P.M.
5. Oral discussions with Proposers, if applicable	TBD	
6. Notice of Intent to Award to be mailed	TBD	
7. Contract Initiation	TBD	

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

PART 2: ADMINISTRATION

2.1 Proposal Submittal

This RFP is available in electronic form on the TPCG website at <https://secure.tpcg.org/login/purchasing/index.php>. It will be available in PDF format or in printed form by submitting a request to Gina M. Bergeron, in the Purchasing Division at 985-580-7272.

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. Fax or email submissions are not acceptable.

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

- Proposal Name: **Contract for Grass Cutting of Offensive Accumulations and Trash Removal**
- Proposal Opening Date and Time: **January 8, 2:00 P.M.**

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:

TPCG Purchasing Division
301 Plant Road
Houma, Louisiana 70363

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

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

2.2 Proposal Response Content

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

- A. Title Page:** Title Page should show the Request for Proposal's subject, proposal title, the firm's name, address and telephone number of a contact person(s) who will address technical and contractual matters throughout the evaluation period; and the date of the proposal.
- B. Cover Letter:** The response should contain a Cover Letter submitted on the Proposer's official business letterhead and signed by a person who is authorized to commit to the Proposer to perform the work / services included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP. By signing the Cover Letter and the Proposal, the Proposer certifies compliance with the signature authority required in accordance with LA R.S. 38:2212 B (5) as may be amended.
- C. General Information:** Brief discussion about Proposer's business history and current purpose / function in the marketplace/community.

D. Qualifications & Experience: The Proposer should demonstrate qualifications and experience by including the following:

- A statement of the Proposer's understanding of the requirements of the RFP
- Proposer's ability to meet the TPCG's objectives and to perform the tasks and/or the services provided in the RFP
- The Proposer must hold and maintain one of the following licenses: Landscaping Grading and Beautification (Louisiana Contractors Licensing Board) or Landscape Horticulturist (Louisiana Department of Agriculture and Forestry). A copy of the Proposer's license **MUST** be submitted with the proposal.
- The Proposer must have been in business for a minimum of two (2) years. The Proposer shall present documentation verifying that experience.
- The Proposer shall maintain offices, shop facilities and personnel located in Terrebonne Parish.
- The Proposer shall be accessible by email and telephone from Terrebonne Parish during regular business hours.
- The Proposer shall submit a list of names of their managers and/or supervisors.
- Provide at least three (3) references. Include the name of the organization, the length of contract (if applicable), a brief summary of the work and the name and telephone number of the person responsible for overseeing the contract.
- Proposer must be the prime Contractor for each customer/contract referenced. All references shall be for work performed over the last twelve (12) months at commercial, multi-residential developments and/or institutional complexes for contracts of comparable size.
- At least one (1) contract/customer shall have been serviced for a minimum of one (1) year. Failure to provide verifiable references may result in the Proposer not being considered for award.
- Unsatisfactory references may result in the Proposer not being considered for award.

E. Project Approach: Proposer should include at a minimum:

- A management and response plan applicable for the scope of work
- List of personnel who will be involved in the management of this Agreement. Include their experience in the area of service delivery. Indicate the level of involvement they will have in the day-to-day operation of the Agreement.

F. Price Proposal:

- Proposer shall submit pricing on Price Proposal Form included in this RFP packet.

G. Certificates of Insurance: Proposer should include certificates of insurance as required hereafter

H. Attachments: Proposer must include in their proposal all documentation that will be used during the course of this Agreement. Proposer in all cases shall be in a position to assure a timely completion of services to the TPCG. Proposer will be asked to commit to an acceptable response and turn-around time as a performance parameter to this Agreement. Proposer will be audited during the Contract to confirm that performance commitments are being met.

Additional information, which the Proposer feels will assist in the evaluation should be included.

I. Conflict of Interest Disclosure: All Respondents providing a response to this RFP shall provide a clear and unambiguous indication of any potential or real conflicts of interest it may have with respect to performing work on behalf of TPCG. TPCG shall make the final determination as to whether any potential or real conflict of interest exists. Please provide in writing whether or not a conflict exists.

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

2.3 Number of Response Copies

Each Proposer shall submit one (1) bound signed original response and one (1) electronic copy submitted in PDF format on a thumb drive and one (1) redacted copy, if applicable.

NOTE: Proposal must be signed by an individual that has the authority to enter into a contractual agreement and evidence of authority must be included with proposal submission.

2.4 Legibility / Clarity

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

2.5 Confidential Information, Trade Secrets and Propriety Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The cost proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

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

Proposer's failure to comply with La. R.S. 44:3.2. (D)(1) shall result in the failure to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

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

2.6 Proposal Clarifications Prior to Submittal

2.6.1 Proposer Inquiry Periods

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

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

Inquiries concerning this solicitation should be delivered to the TPCG's contact person below for this solicitation by e-mail with the subject line to read: **RFP 25-PLAN-48 Inquiry.**

Administrative Inquiries:

TPCG Purchasing Division
Attention: Gina Bergeron
301 Plant Road
Houma, LA 70363
E-Mail: gbergeron@tpcg.org
Phone: (985) 580-7272 ext. 2522

Technical Inquiries:

TPCG Purchasing Division
Attention: Gina Bergeron
301 Plant Road
Houma, LA 70363
E-Mail: gbergeron@tpcg.org
Phone: (985) 580-7272 ext. 2522

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

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

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

2.6.2 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer or its Agent or Representative, is prohibited from communicating with any Parish employee or Contractor of the Parish involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Parish employees, but also to any Contractor of the Parish. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 2.6.1. of this RFP. All communications to and from potential Proposers, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Contractor, the TPCG and the incumbent

Contractor may contact each other with respect to the existing contract only. Under no circumstances may the TPCG and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

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

Any costs associated with cancellation or termination will be the responsibility of the Proposer.

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

1. A protest to a solicitation submitted pursuant to TPCG Protest Policy;
2. Duly noticed site visits and/or conferences for Proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring 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.

2.7 Errors and Omissions in Proposal

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

2.8 Changes, Addenda

The TPCG reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The TPCG also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

2.9 Withdrawal of Proposal

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

2.10 Material in the RFP

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

2.11 Waiver of Administrative Informalities

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

2.12 Proposal Rejection

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

In accordance with the provisions of La. R.S. 39:2192 TPCG is 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 awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

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

2.13 Ownership of Proposal

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

2.14 Cost of Offer Preparation

The TPCG is not liable for any costs incurred by prospective Proposers or Contractors 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 the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the TPCG.

2.15 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.

2.16 Taxes

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

2.17 Proposal Validity

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

2.18 Prime Contractor Responsibilities

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

2.19 Written or Oral Discussions/Presentations

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

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

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

2.20 Acceptance of Proposal Content

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.

2.21 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:

Category / Description	Points Available
Approach, Understanding and Response	0- 20 Points
Available assets and resources to execute the contract	0-20 Points
Qualifications, Experience, and References of Proposer	0-20 Points
Price Proposal	0-40 Points
TOTAL AVAILABLE	100 POINTS

Written recommendations for award shall be made to the requesting department for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, in price and other factors considered.

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

2.22 Best and Final Offers (BAFO)

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

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

2.23 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.

2.24 Contract Award and Execution

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

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

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

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **ten (10) calendar** days of delivery of it, the TPCG may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

In such event, said contractor and his Proposal surety shall be liable to the Owner for the difference between the amount specified in his Proposal and the amount for which the Owner may otherwise procure the services as specified herein. In such event, the Proposal security shall be forfeited to the benefit of the Owner, the Proposers shall remain liable for and pay to the Owner for any amount in excess of the Proposal security resulting from the difference between the amount of his Proposal and the amount for which the Contract is subsequently executed.

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.

2.25 Contract Modifications

No amendments or variations of the terms of this 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 is binding on any of the parties.

2.26 Contract Term and Extensions

The initial contract term shall be for a one (1) year period from the date of the Notice of Award or the date noted within. Subject to the availability of funds appropriated, the contract may be extended, at TPCG's option, for two (2) additional one (1) year periods provided there is no change in the terms, conditions, specifications, and pricing structure. Such an extension may be granted if the contractor has adequately performed in accordance with the requirements of the contract during the initial term.

2.27 Intent

It is the intent of the TPCG to establish fixed prices for the services specified herein from a qualified source(s) that will give prompt and professional service.

2.28 Non-Exclusive Contract

It is the intent of the TPCG to designate a primary or preferred Contractor. The TPCG reserves the right to use other existing proposals, contracts, or approved sources (i.e. State of Louisiana contracts) when determined to be in its best interest. The TPCG reserves the right to employ the services of one or more additional Contractors to assist with RFP 25-PLAN-48 Contract for Grass Cutting of Offensive Accumulations and Trash Removal when in its sole judgment, this action best serves the TPCG.

2.29 Contract Documents

The Contract Documents shall include the Contract, Invitation to Proposers, Instruction to Proposers, Scope of Work/Services, Addenda, Proposal Forms, Insurance Certificates, Performance Bond, 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.

2.30 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, TPCG will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the TPCG, the TPCG may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

TPCG will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and 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, in accordance with the TPCG Protest Policy, to the Purchasing Division, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

2.31 Debriefings

Debriefings may be scheduled by the participating Proposers after the “Notice of Intent to Award” letter has been issued by scheduling an appointment with the Gina M. Bergeron in the Purchasing Division. Contact may be made by phone at (985) 580-7272 or email at gbergeron@tpcg.org.

2.32 Insurance Requirements

Contractor shall furnish the TPCG with certificates of insurance affecting coverage(s) required by the RFP. 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 Risk Management Department before work commences. The TPCG reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain said insurance for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

2.33 Subcontractor Insurance

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

2.34 Claim for Liens

The Contractor(s) shall hold the Parish harmless from any and all claims for liens for labor, services or material furnished to the Contractor(s) in connection with the performance of its obligations under this Contract.

2.35 Indemnification

Contractor agrees to defend, indemnify, save and hold 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 Contractor’s actions, omissions, negligence, and/or performance of work under this contract as provided herein, except those claims, demands and/or causes of action arising out of the sole negligence of the Indemnified Parties or their officers, agents, elected officials, servants and employees. Contractor 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.

2.36 Termination

2.36.1 Termination of the Contract for Cause

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

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

2.36.2 Termination of the Contract for Convenience

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

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

2.36.3 Termination for Non-Appropriation of Funds

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

2.37 Assignment

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

2.38 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.

2.39 Audit of Records

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

2.40 Civil Right Compliance

The Proposer awarded the contract shall abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 and 11375, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Contractor agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

2.41 N/A

2.42 Record Retention

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by 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 Contractor to the TPCG, at Contractor's expense, at termination or expiration of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Contractor to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.

2.43 Content of Contract / Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the provision most advantageous to the TPCG.

2.44 Contract Changes

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

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.

2.45 Payment Structure

The Contractor must submit invoices for completed work to Deon Stewart, Assistant Director, Planning and Zoning at P.O. Box 2768 Houma, LA 70361 or email at dstewart@tpcg.org, immediately after the grass is cut and/or debris removed. Invoices **must** contain sufficient backup materials (time sheets, equipment, reports, Landfill disposal tickets, photographs, etc.) that adequately document the location and type of work done; otherwise, the invoice may be rejected. Payments on valid invoices will be made only after the approval of the Director or Assistant Director of Planning and Zoning.

2.46 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

2.47 Claims or Controversies

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

2.48 Dispute Resolution

Owner and Contractor may agree to decide claims, disputes and other matters and questions arising out of or relating to the Changes in Work by arbitration. Otherwise, any such claims, disputes and other matters and questions arising out of or relating to the Changes in Work shall be decided under the laws of the State of Louisiana in the 32nd Judicial District Court in and for the Parish of Terrebonne, State of Louisiana.

2.49 Equal Employment Opportunity

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

2.50 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.

2.51 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.

2.52 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.

2.53 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".

2.54 Clean Air Act

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

2.55 Federal Water Pollution Control Act

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

2.56 Byrd-Anti-Lobbying Amendment

The Proposer awarded the Contract will be expected to comply with Federal statutes required in the Byrd Anti-Lobbying Amendment, 2 CFR 200 Appendix II(J) and 31 U.S.C. 1352 as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II(I). Contractors must sign and submit to the non-federal entity the Certification Regarding Lobbying Form, which is attached hereto.

2.57 Debarment and Suspension

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

2.58 Warranties

Proposer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

2.59 Code of Ethics

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

2.60 N/A

2.61 Non-Collusion Affidavit

Awarded Proposer(s) shall execute a Contractor's Affidavit of Non-Collusion, on the form provided with the proposal within ten (10) days of the notice of award.

2.62 Compliance with Laws

The Proposer awarded the contract shall be obligated to comply with any and all applicable local, state and federal laws regarding the operation and maintenance of its hotel facility, including, but not limited to La. R.S. 21:1 regarding the duty to furnish clean and fresh bed linens, unused since the last laundering thereof, on all beds assigned to the use of any personnel of TPCG under the contract; La. R.S. 21:3 regarding the duty to keep closets, bathrooms, and toilet facilities assigned to the use of any TPCG personnel under this contract, maintained in a sanitary condition; La. R.S. 40:1580.1 regarding fire alarms for disabled individuals; La. R.S. 46:1952, *et seq.* regarding full and equal use and access for persons with disabilities, subject to the conditions and limitations established by law and applicable alike to all persons; La. R.S. 51:2247 regarding the prohibition of discriminatory practices in offering public accommodations; La. C.C. art 2941, *et seq.* regarding the duties of a compensated depository; and the Louisiana Sanitary Code as applicable to hotels, motels, lodging and boarding houses.

2.63 Performance and Payment Bond

The Successful Proposer will have ten (10) days from the "Notice of Award" to supply the TPCG with a Performance and Payment Bond in the amount of one hundred percent (100%) of the proposed amount. This bond 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 and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A certified copy of the authority to act must accompany all Bonds signed by an agent. All bonds prescribed by the contract documents shall be written by a surety company currently possessing an A.M. Best's rating of no less than A- and currently licensed to do business in the State of Louisiana. In addition, all insurance prescribed by the contract documents shall be written by an insurance company currently possessing an A.M. Best's rating of no less than A: VI and currently licensed to do business in the State of Louisiana.

If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or 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 clauses stated above, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

OFFICIAL PROPOSAL FORM
SECTION "A" (continued)

Company Name: _____

Item No.	Estimated Hours	Item Description	Unit Price	Extended Price
1	300	Labor for trash picking and associated duties	\$ _____	\$ _____
EXTENDED PRICE OF ITEM 1 Written in Words: _____ _____				
2	50	Front end Loader (1/2 cubic yard bucket minimum) or Equivalent with Operator	\$ _____	\$ _____
3	350	Tractor w/Bush hog (5' minimum width) or Equivalent with Operator	\$ _____	\$ _____
4	50	Dump Truck (8 cubic yards minimum) with Driver	\$ _____	\$ _____
5	175	Riding Lawn Mower (10 H.P. minimum) with Operator	\$ _____	\$ _____
6	75	Push Lawn Mower (3.5 H.P. minimum) with Operator	\$ _____	\$ _____
7	10	D-4 Bulldozer or equivalent with Operator	\$ _____	\$ _____
8	50	Weed Eater or Edger with Operator	\$ _____	\$ _____
9	10	Excavator: 0-50 HP with operator	\$ _____	\$ _____
10	10	Skid Steer with Bush Hog with operator	\$ _____	\$ _____
11	1	Mobilization/Show-up fee	\$ _____	\$ _____
12	As required	All other tools/supplies at no cost to TPCG	N/C	N/C

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

Company Name: _____

EXTENDED PRICE of ITEMS 2-11 (Written Numerically) \$_____

EXTENDED PRICE of ITEMS 2-11 (Written in Words) _____

TOTAL AMOUNT OF ALL ITEMS COMBINED: ITEMS 1-11 (Written Numerically) \$_____

TOTAL AMOUNT OF ALL ITEMS COMBINED: ITEMS 1-11 (Written in Words) _____

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

Business Structure Form

SUBMITTED ON , _____ 20__

If Proposer is:

An Individual

By: _____ (SEAL)
(Firm's Name)

(Authorized Representative Name)

(Signature)

A Corporation

By: _____ (SEAL)
(Corporation's Name)

(State of Incorporation)

(Authorized Representative Name and Title)

(Signature)

Attest: _____ (Corporate Seal)
(Secretary)

Date of qualification to do business is _____.

A Joint Venture or Partnership

By _____ (SEAL)
(Name)

(Signature)

(Address)

(Address)

Business Structure Form (continued)

By _____ (SEAL)

(Name)

(Signature)

(Address)

(Address)

Phone number, address, and email for receipt of official communications:

PART 3: EVALUATION

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

3.1 Proposal Criteria

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

- Approach, Understanding, and Response
- Available assets and resources to execute the contract
- Qualifications, Experience and References of Proposer
- Price proposal

All documents shall be evaluated by TPCG before any recommendation of award will be made.

PART 4: SCOPE OF WORK:

The Terrebonne Parish Consolidated Government (TPCG) Nuisance Abatement Division is requesting proposals from qualified contractors for Code Enforcement Grass Cutting on improved and unimproved properties. The properties consist of both residential and commercial properties. It is the intent of these specifications to describe grass cutting services, trash, or junk removal in sufficient detail to secure submittals on comparable services. These specifications, terms and conditions are end-result oriented.

The contractor shall be notified on an “as needed” basis by the Code Enforcement Officer, to maintain (cut) and clean up all properties, whereby the physical condition(s) is/are substantially deteriorated with growth of grass, weeds or vegetation to a height of more than twelve inches (12”) and/or containing excessive trash and/or junk, which constitutes a public nuisance to the health, safety and welfare of the citizens of Terrebonne Parish.

The contractor shall complete all work assigned and specified within seven (7) days after being notified via work order, except for a Sunday, unless previous arrangements have been made with the Code Enforcement Officer. The contractor shall not commence work on any property earlier than 7:00 A.M. CST.

The work order(s) will be issued via Owner provided software “My Government Online” The contractor shall provide an Android device for use with the My Government Online (MGO) work order system. Failure to complete all work assigned in the specified time is a direct violation and, at the discretion of the TPCG, may be grounds for termination of the contract. The TPCG may levy an administrative charge or penalty for each day the contractor is in default in the amount of Twenty Dollars (\$20) per day per incident.

The contractor shall be notified in writing of any circumstances requiring excessive hauling or additional work outside the scope of work herein and may be asked to provide an estimate/quote for that work. The TPCG reserves the right to request estimates/quotes from other contractors to do the additional work if deemed necessary.

The contractor will only be paid for properties that are actually cut or cleaned up. The contractor will not be paid for time/travel or mobilization of equipment for properties that the contractor determines they cannot cut or clean due to density and/or size of vegetation. The contractor may be paid for time/travel or mobilization of equipment for properties that have already been cut or cleaned by the owner or another contractor. A dated photograph of the property must be provided as evidence that the property was cut or cleaned with any invoice(s) for time/travel or mobilization.

Before any mowing is accomplished, it is required that the contractor(s) shall use all means necessary (hand or mechanical) to successfully remove and dispose of all litter and debris encountered. Litter and debris can mean, but is not limited to, glass, paper, cans, tires, tree limbs, lumber, cable, and other such material. Disposal of litter and debris shall be the responsibility of the contractor. Disposal of litter and debris shall be in areas designated for this purpose and in accordance with all rules and regulations in effect at the time of disposal. **STOCKPILING OF DEBRIS SHALL NOT BE PERMITTED.** Litter and debris removed shall be disposed of at an authorized landfill site. Disposal tickets for all litter and debris removed and disposed of shall be submitted with the invoice.

The contractor is not authorized to dispose of any motor vehicles or any items that are “titled” with the Office of Motor Vehicles. The contractor shall notify TPCG Representative to have these items removed in accordance with applicable rules, regulations, and laws.

The contractor shall exercise precautions at all times for the protection of people and property. Safety provisions of all applicable laws and ordinances, including the Occupational Safety and Health Act of 1970 and all building and construction codes shall be strictly observed. The Code Enforcement Officer may require the contractor to discontinue hazardous work practices upon verbal or written notice. It is required that the contractor keep the necessary protective devices in place at all times when work is being performed to prevent injury to people or damage to public or private property.

The contractor shall provide equipment of sufficient quality to perform work in a timely and safe manner. The TPCG reserves the right to reject equipment and requires that the rejected equipment be replaced if it feels it is unsuitable. The contractor will be provided with a written explanation of how the determination was made.

The contractor's invoice must give a detailed description of the location (address and/or parcel number), date(s) and the time work was performed, rounded to the quarter hour, in an itemized categorization of charges incurred within fifteen (15) days of performance of work. Copies of any disposal tickets, invoices, and photographs must be submitted via email as an attachment. The TPCG reserves the right to withhold payment on all unauthorized work. All work orders and requests will be authorized by the TPCG Representative, which will be designated in writing to the contractor.

The contractor shall provide all services in a professional manner. The contractor shall provide all labor, material, supervision, equipment, service, operation, and expertise to perform the required services. The contractor reflects the TPCG and must be professional in conduct, attire, and work performed. The work shall be performed without any damage to the subject property or any adjacent properties.

THE CONTRACTOR MUST:

- Be prepared to complete a large number of requests (work orders) in a timely manner.
- Be able to handle some requests of extremely long grass / weeds.
- Have the equipment, personnel, and skills needed for cutting and cleaning improved and unimproved residential or commercial properties consisting of vegetation (grass / weeds) growth in excess of twelve inches (12") in height.
- Be capable of mowing upgraded lots or steep slopes.
- Identify hazards including garbage, debris, and miscellaneous junk that may be present in tall grass or weeds.
- Mow vegetation in and around structures (walks, fences, tree, etc.) to a neat appearance with a grass height minimum of one inch (1") but no more than three inches (3") in height.
- Be capable of getting equipment through fence openings of a minimum of thirty inches (30") to mow rear yards.
- Remove all trash and debris in the mowing area and properly dispose of said debris. Disposal costs shall be itemized separately. **NOTE: Nuisance Abatement shall be notified prior to the use of a dozer or any specialized equipment for the removal of heavy debris. Remuneration of dozer or specialized equipment shall be time spent being utilized, not down time for mobilization / demobilization. Heavy clearing and/or cleaning shall not be permitted on weekends.**
- Clear sidewalks, alley ways or adjacent public right of ways of clippings following mowing.
- Clippings/debris shall not be swept/blown into drains.

- Take all steps necessary to protect and avoid damage to roads, sidewalks, fences, trees, shrubs, etc. during the performance of any work.
- Must notify Nuisance Abatement Division within twenty-four (24) hours of the completion of a work order. The Nuisance Abatement Division will inspect the job within two (2) working days of notification of completion to determine acceptability of work.
- Correct all faulty work at no cost to TPCG within three (3) working days of notification.
- Take five (5) photographs of the job site prior to commencing work and five (5) photographs once the job has been completed. The photographs must be in color and must imprint the date to accurately indicate when the photograph was taken. A minimum of ten (10) photographs is required per job, unless authorized by the TPCG Code Enforcement Officer. Photographs must accompany all corresponding invoices.
- Agree to job continuity in the event the supervisor is replaced at any time. The incoming supervisor and outgoing supervisor shall overlap their time by at least two (2) hours, at no charge, to ensure job continuity.
- Discharge any employee who is stationed at the work site that should prove to be quarrelsome, dishonest, incompetent, or inexperienced or should not work for the good of the job, upon written notice from TPCG, be removed from the work crew and replaced with an employee with proper qualifications.
- Inspect the site(s) prior to sending ordinary grass cutting equipment. In some cases, there may be materials (debris, vehicles, boats, campers, trash, tires, furniture, etc.) on the site that may prevent the utilization of grass cutting equipment. No deployment or utilization of equipment and/or labor by the contractor will be paid by TPCG in said situations until and unless the TPCG or its Representative has authorized the contractor in writing to proceed to clear / clean the site of said material(s) that are preventing the use of grass cutting equipment.

PRICING/COSTS:

- The equipment unit prices shall include all maintenance, repair, fuel, and supplies costs.
- The labor unit price shall include costs necessary to cut / mow grass or weeds, trim, remove debris or trash.
- TPCG may allow the contractor to assess mobilization/show-up cost incurred when properties have been completed upon their arrival within the seven (7) days allowed for completion of work orders.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

GOODS AND SERVICES VENDORS CONTRACT INSURANCE SPECIFICATIONS

PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO ENSURE ALL INSURANCE COSTS ARE INCLUDED IN BIDS/PROPOSALS.

I. INSURANCE REQUIREMENTS:

THE VENDOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS PROJECT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. TERREBONNE PARISH CONSOLIDATED GOVERNMENT (HEREIN AFTER REFERRED TO AS TPCG), WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED, PRIOR TO THE START OF WORK. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT, PREFERRED VENDOR STATUS OR PERMIT ISSUANCE. IF APPLICABLE, SUBCONTRACTORS MUST MEET THESE REQUIREMENTS AS WELL. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT.

A. GENERAL:

The following insurance requirements shall be provided and shall apply on a primary basis; any insurance carried by Owner shall be excess and not contributing insurance. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. Required primary limits may be reached with the addition of umbrella or excess liability policy limits, if applicable. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

B. INSURANCE:

Insurance obtained and maintained by the Vendor shall contain the following coverages and limits:

1. WORKERS COMPENSATION:

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employers Liability with minimum acceptable limits of \$1,000,000/\$1,000,000/ \$1,000,000; and
- c. Waiver of subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

2. GENERAL LIABILITY:

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limit: \$1,000,000 per occurrence; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate; including
 1. Product Liability coverage if selling food or goods, and
 2. Liquor Liability coverage if selling, serving or furnishing alcohol;
- b. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and

- c. Waiver of Transfer of Rights of Recovery Against Others to 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.

Note: *The general liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for this project in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity that would normally be provided by the policy. General liability shall include coverage under damage to rented premises.*

3. AUTO LIABILITY:

- a. Minimal acceptable limit: \$1,000,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto **OR** for All Owned Autos and Hired and Non-owned Autos. If Vendor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- d. 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, volunteers, and any other entities who may require waivers by specific contract.

II GENERAL SPECIFICATIONS

A. Vendor's Liability Insurance:

The Vendor shall purchase in its name, and maintain at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Vendor's performance and furnishing of the work, goods or services, whether it is performed and/or furnished by the Vendor, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods or services, or by anyone for whose acts any of them may be liable, and shall name Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers as an additional insured thereunder. Additionally, the Vendor should be aware of and comply with any requirements of its own insurance policies.

If applicable, the Vendor shall require all subcontractors to maintain, in limits equal to or greater than Vendor's, the same insurance coverage for work performed or goods or services provided. The vendor shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any work and/or provide goods or services. At no time shall the Vendor allow any subcontractors to perform work and/or provide goods or services without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, the Vendor shall be responsible for any damages or liabilities arising from the subcontractors work, actions, or inactions.

B. General Requirements:

1. Qualifications of Insurers:

- a. All insurance required in this document are to be purchased and maintained by the Vendor from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI as of the most current edition of A.M. Best's Key Rating Guide. Any variance must be approved by TPCG.
- b. If the insurance company(s) providing any insurance coverage furnished by the Vendor is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated or it ceases to

meet the requirements of this Document, the Vendor shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to TPCG. TPCG reserves the right to mandate cessation of all work or provision of goods or services until the receipt of acceptable replacement insurance.

2. **Partnerships and Joint Ventures:** If the Vendor is a partnership or joint venture then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture shall also be furnished.
3. **Certificates of Insurance/Policies of Insurance:**
 - a. The Vendor shall deliver to TPCG Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the Vendor has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the acceptance of the vendor application, the Vendor shall furnish to TPCG the certificates of insurance as required in this Document.
 - b. TPCG may require that any impaired aggregate (s) be replenished in its favor prior to commencement of work or the provisions of goods or services, and/or during its progress.
 - c. TPCG reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of proposer. TPCG reserves the right to request certified copies of any policy (s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to TPCG within ten (10) days of the written request.
4. **Objection by TPCG:** If TPCG has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Vendor in accordance with the insurance requirements for the work or the provision of goods or services on the basis of non-conformance with the Contract requirements, TPCG shall notify the Vendor in writing within fifteen (15) days after receipt of the Certificates. The Vendor shall provide a written response to TPCG's objections within ten (10) days from the date of the letter request.
5. **The Vendor's Failure:** Upon failure of the Vendor or any of its subcontractors, to purchase, furnish, deliver or maintain such insurance as required herein, at the election of TPCG, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Vendor to purchase and maintain insurance shall not relieve the Vendor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Vendor concerning indemnification.
6. **No waiver of liability:** Acceptance of evidence of the insurance requirements by TPCG in no way relieves or decreases the liability of the Vendor for its performance of any work or the provision of goods or services under the Contract. Additionally, the Vendor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Vendor's limits of liability or which may be outside the coverage scope of the Vendor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Vendor that may arise from the performance of work or provision of goods or services under the Contract. The Vendor's coverage shall be primary for any and all claims and/or suits related to, or arising from, its operations. Any of the insurance coverage(s) maintained by TPCG shall be deemed as excess of the Vendor's insurance coverage and shall not contribute with or to the Vendor's insurance coverage in any way.

The limits required herein are the minimum acceptable limits for this contract. TPCG in no way affirms that this is an adequate level of insurance for its operations.

7. **No Recourse Against TPCG:** The insurance companies issuing the policies shall have no recourse against TPCG for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the Vendor.

INDEMNIFICATION AGREEMENT
(Must be submitted within (10) days from receipt of award)

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

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

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

Contractor, Subcontractor, Lessee, Supplier

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

Accepted by: _____

Name Printed

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. RFP 25-PLAN-48 for Planning & Zoning, Nuisance Abatement Division
Parish Department

Purpose of Contract: Contract for Grass Cutting of Offensive Accumulations and Trash Removal

ATTESTATIONS AFFIDAVIT
(Must be submitted within (10) days from receipt of award)

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 PROPOSERS

- 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 proposal/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 proposing/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 proposal/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 14:1324) |
| (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.

ATTESTATIONS AFFIDAVIT (continued)

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: _____

Signature

Name Printed

Title

Company Name

WITNESSES:

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public

Non-Collusion Affidavit (Regarding LSA - R.S. 38:2224)
(Must be submitted within (10) days from receipt of award)

STATE OF LOUISIANA

PROJECT NAME: RFP 25-PLAN-48

PARISH OF TERREBONNE

LOCATION: Various

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

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

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

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

WITNESS

CONTRACTOR/VENDOR

WITNESS

Signature

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Must be submitted within (10) days from receipt of award)

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

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.

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.

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

Date

Name & Title of Contractor's Authorized Official

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

(Must be submitted within (10) days from receipt of award)

The CONTRACTOR certifies, to the best of its knowledge and belief, that the CONTRACTOR and/or any of its Principals:

- (1) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) have not, within a 3-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above; and

- (3) has not, within a 3-year period preceding this certification, had one or more contracts terminated for default by any Federal agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official
