

TERREBONNE PARISH CONSOLIDATED GOVERNMENT



**REQUEST FOR PROPOSALS 26-ELTDIST-24
Power Line Right of Way Clearance & Tree Trimming**

INVITATION TO PROPOSERS

Sealed proposals will be received on **June 29, 2026** by the Terrebonne Parish Consolidated Government (TPCG) Purchasing Division, located at 301 Plant Road Houma, LA 70363 until 2:00 P.M CT as shown on the Purchasing Division conference room clock all proposals will be publicly opened and only the names of the companies who submitted proposals will be read aloud.

This Request for Proposal is available in electronic form at the Terrebonne Parish Consolidated Government website [Terrebonne Parish Consolidated Government in Houma, Louisiana](#). Proposal documents are also posted on www.centrauctionhouse.com. To view these, download, and receive proposal notices by email, you will have to register with Central Auction House (CAH). For any questions about this process, contact Bobby Callendar with Central Auction House at (225)-810-4814. Electronic submittals are not allowed for this solicitation.

Each proposal shall be either hand delivered by the respondent or his agent, or submittals 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 this solicitation is: **TPCG Purchasing Division
301 Plant Road
Houma, Louisiana 70363**

No proposal received after the scheduled time for opening will be considered. Failure of the U.S. Mail to deliver the proposal on time shall not be considered due cause for the scheduled time of the opening to be extended.

Request for Proposals (RFP): 26-ELTDIST-24 Power Line Right of Way Clearance & Tree Trimming

A non-mandatory pre-proposal conference will be held on **June 17, 2026 at 10:30 AM** at the TPCG, Utilities Department located at 301 Plant Road Houma, LA 70363.

Specifications and proposal forms are on file in the Purchasing Division, located at 301 Plant Road Houma, LA 70363 and may be obtained by prospective respondents at no cost. Please contact Cortaz Taplet, Electric Distribution Superintendent at 985-873-6750 with regard to the specifications or contact Gina Bergeron in the Purchasing Division at 985-580-7272 for any clarifications about the proposal documents.

This proposal shall require a Louisiana Contractors license number for SPECIALTY: LANDSCAPING, GRADING AND BEAUTIFICATION.

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

/s/ Jason W. Bergeron
JASON W. BERGERON, PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT

Advertise:
June 4, 2026
June 11, 2026
June 18, 2026

INSTRUCTIONS TO PROPOSERS

PART I: GENERAL

1.1 Purpose

The Contractor shall furnish labor and equipment and tooling necessary to clear and/or maintain line clearance of Terrebonne Parish Consolidated Government's (TPCG) electric distribution system. It is the intention of these specifications that all materials (i.e. chemicals) are to be furnished by the TPCG. The Contractor will only provide the labor and equipment necessary to complete work assignments. Work assignments will be issued by a Work Order.

1.2 Scope

Work under this Contract shall consist of furnishing labor and equipment necessary for Right of Way Clearance and Tree Trimming around overhead electric distribution facilities, including work around energized circuits up to 35kV. Work under the Contract shall consist of furnishing labor and equipment necessary for Right of Way Clearance and Tree Trimming around underground electric distribution facilities, including work around energized circuits up to 13.8kV.

1.3 Schedule of Events

	<u>DATE</u>	<u>TIME</u>
1. RFP posted to TPCG website, Central Auction House and blackout period begins	June 4, 2026	12:00 pm
2. Non-mandatory Pre-Proposal Conference	June 17, 2026	10:30 am
3. Deadline to receive written inquiries	June 16, 2026	10:00 am
4. Deadline to answer written inquiries	June 18, 2026	4:00 pm
5. Proposal Opening Date	June 29, 2026	2:00 pm
6. Oral discussions with Proposers, if applicable	TBD	
7. Notice of Intent to Award to be mailed	TBD	
8. 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 II: ADMINISTRATION

2.1 Proposal Submittal

This RFP is available in electronic form at the TPCG website [Terrebonne Parish Consolidated Government in Houma, Louisiana](#) It will be available in PDF format or in printed form by submitting a written request to Gina Bergeron Purchasing Manager or Cortez Taplet, Electric Distribution Superintendent.

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, email or electronic submissions are not acceptable.

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

- Proposal Name and Number: #26-ELTDIST-24 **Power Line Right of Way Clearance & Tree Trimming**
- Proposal Opening Date and Time: XXXXXX, 2026, 10:00 am
- Contractor's License Number

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 this solicitation is:

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

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal'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 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.

2.2.1 Cover Letter: A cover letter should be submitted on the Proposer's official business letterhead and generally exhibit the Proposer's understanding and approach to the project. It should contain a summary of the Proposer's ability to perform the services requested and confirm that the Proposer is willing to enter into a contract with TPCG to perform those services required. The cover letter should also identify the person(s) authorized by the Proposer to contractually obligate the Proposer and the person(s) who will address technical and contractual matters throughout the evaluation period. By signing the cover letter and the proposal, the Proposer certifies compliance with the

signature authorization required in 2.2.2 below.

- 2.2.2 **Signature Authority:** Written evidence of the authority of the person signing the proposal shall be submitted at the time of the proposal. The authority of the signature of the person submitting the proposal shall be deemed sufficient and acceptable if any of the following conditions are met:
- 2.2.2.1 The signature on the proposal is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the proposal is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
- 2.2.2.2 The signature on the proposal is that of an authorized representative as documented by the legal entity certifying the authority of the person.
- 2.2.2.3 The legal entity has filed in the appropriate records of the Secretary of State of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit proposals and bind the public entity for public contracts. Such document on file with the Secretary of State shall remain in effect and shall be binding upon the principal until specifically rescinded and cancelled from the records of the office.
- 2.2.3 **Contractor's License:** Proposer must evidence licensing by the Louisiana Contractor's Licensing Board to provide the required services. Proposer shall be a properly licensed Contractor in accordance with LA R.S. 37:2150-2192 for the classification of **SPECIALTY: LANDSCAPING, GRADING AND BEAUTIFICATION**. Proposers must show license number on the Proposal Form and on the outside of the sealed envelope containing the Proposal(s).
- 2.2.4 **Company Description and Experience:** Provide a description of the Respondents company and the services it provides including the number of years under present company name, number of employees directly involved in the provision of power line right of way clearance and tree trimming services, office locations and capabilities, number of personnel at each office location, and a list of equipment owned by the company. Describe the business structure under which the Respondent operates (i.e. corporation, partnership, limited liability company, etc.) and under which state laws its organized as a business entity. If Respondent has an office in Louisiana, provide the address and number of resident full-time employees.
- 2.2.5 **Sub-contractors:** Any sub-contractors who are proposed to be a part of the project management team must be clearly identified and the Respondent is to include a statement of the nature and percentage of total work that is anticipated to be provided by them should the Respondent be selected. Respondent shall demonstrate that any proposed sub-contractor 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 sub-contractor.
- 2.2.6 **General Company Description of Sub-contractors (as required):** If any sub-contractors are proposed as part of the Respondent's management team, this section should include information similar to that requested in Section 2.2.3 for each respective sub-contractor proposed.
- 2.2.7 **Financial Resources:** Respondents must demonstrate that they have the financial resources and stability to perform the services specified in this RFP including the ability to secure suitable insurances. Respondent is to demonstrate its financial capability by providing the last three (3) years of audited financial statements for its firm (and any significant sub-consultants) which should include a profit and loss statement, a cash flow statement and a balance sheet (e.g. SEC Form 10K or like kind information) as an appendix to its proposal. A non-public Respondent shall provide adequate information comparable to the information required above that allows an assessment of financial status and capability. Respondent shall also list the types and amounts of insurance coverage retained.
- 2.2.8 **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 will be actually responsible for, and actively involved in a substantial manner in, the provision of services related to this contract.

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

- Public Safety
- Effective project management
- Timely prosecution of work
- Effective quality control
- Effective communication protocol
- Such other factors as Respondent deems demonstrates its unique capabilities and experience to ensure a successful project

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

Additionally, Proposer should demonstrate he has familiarized himself with the territory in which the work is to be performed and fully acquainted himself with all conditions, as they may exist so as to fully understand the difficulties and restriction that may be encountered in the execution of work under this contract.

2.2.10 **Available Resources:** Respondent should provide a statement of availability of personnel and equipment. A proposed staging and/or response schedule should be provided that will be committee to in the event of a storm, hurricane or natural disaster.

2.2.11 **Estimate of Resources:** Based on the Respondent's proposed Scope of Services, the Respondent should provide a preliminary estimate of the Respondent's resources that would be dedicated for various levels of events requiring proposed services. The estimate of resources should convey a sense of the amount of effort and resources that the Respondent believes are necessary to effectively execute this agreement.

2.2.12 **Reference Projects:** Respondents should provide at least five (5) but no more than seven (7) 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.

2.2.13 **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.

2.2.14 **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 included in this Request for Proposals packet.

2.2.15 **Ligation:** 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 power line right of way clearance and tree trimming.

- 2.2.16 **Price Proposal:** Respondents price proposal shall be submitted on the enclosed Price Proposal Forms. 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.

2.3 Number of Response Copies

Each Proposer shall submit one (1) bound signed original response, and three (3) additional copies and one (1) electronic copy in PDF format on a USB flash drive. If applicable, the respondent can submit (1) bound redacted copy, or if the redacted copy is submitted on a USB flash drive it must be submitted separately from the required electronic copy above and clearly marked "redacted."

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 Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of their proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Terrebonne Parish Consolidated Government shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Terrebonne Parish Consolidated Government right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the TPCG will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the TPCG and hold the TPCG harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the TPCG to disclose the information. If the owner of the asserted data refuses to indemnify and hold the TPCG harmless, the TPCG may disclose the information.

The TPCG reserves the right to make any proposal, including proprietary information contained therein, available to TPCG personnel or organizations for the sole purpose of assisting the TPCG in its evaluation of the proposal. The TPCG shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2. (D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

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

2.6 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on **March 21, 2023 at 10:00 a.m.**, at Terrebonne Parish Utilities Department, 301 Plant Road, Houma, Louisiana 70363. Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one (1) duly authorized representative attend the pre-proposal conference.

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

2.7 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 in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question. All inquiries must be received by the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the TPCG. Inquiries received after the established deadline shall not be entertained.

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

Administrative Inquiries:

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

Technical Inquiries:

TPCG Electric Distribution Division
Attention: Cortaz Taplet
P O Box 2768
Houma, LA 70361
E-Mail: ctaplet@tpcg.org
Phone: (985)873-6750

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 Gina Bergeron in the Purchasing Division at least two (2) days prior to the deadline for submitting proposals.

2.8 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 2.7 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:

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

2.9 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.

2.10 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.

2.11 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.

2.12 Performance and Payment Bonds

The successful Proposer shall be required to provide a performance and payment bond in an amount at least equal to the Contract Price as the faithful performance of all CONTRACTOR'S obligations under the Contract Documents at the time of execution of the contract. Any performance and payment bond furnished 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 with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance and payment 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 10 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 performance and payment bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being 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.

In addition, any performance and payment bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

If the Surety on any Bond furnished by Proposer 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 the above clauses, Proposer shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

The performance and payment bond is to be provided within ten (10) working days of request. Failure to provide within the time specified may cause your offer to be rejected.

2.13 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.

2.14 Proposer's Certification of No Federal Suspension or Debarment

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

2.15 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts. A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

2.16 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.

2.17 Waiver of Administrative Informalities

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

2.18 Proposal Rejection

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

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract 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.

2.19 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.

2.20 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.

2.21 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

2.22 Written or Oral / 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.

2.23 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.

2.27 Evaluation and Selection

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

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

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

- 0 – 25 points: Technical approach to the project and adequacy to achieve requirements of the scope
- 0 – 30 points: Relevant experience and capabilities of Respondent and key personnel assigned to the project
- 0 – 45 points: Cost

Written recommendation for award shall be made to the Parish President for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, price and other factors considered. The committee may reject any or all proposals if none is considered in the best interest of the TPCG.

2.28 Best and Final Offers (BAFO)

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

instructions for submittal. The BAFO negotiation may be used to assist the TPCG in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

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

2.29 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 Manager, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

2.30 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.

2.31 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 sample contract attached hereto this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final 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 the 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.

2.32 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.

2.33 Non-Exclusive Contract

It is the intent of the TPCG to designate a primary or preferred Contractor. However, the TPCG reserves the right to employ the services of a different or one or more additional Contractors, when in its sole judgment, this action best serves the community.

2.34 Insurance Requirements

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

2.35 Subcontractor Insurance

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

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.

2.36 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.

2.37 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire 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.

2.38 Contract terms and Extensions

The terms of this contract shall be effective from the date of the Notice of Award or the date noted within for a period of two (2) years. The contract may be extended at TPCG's option for an additional one (1) year period provided there is no change in the terms, conditions, specifications, and pricing structure.

2.39 Governing Law

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

Venue of any action brought with regard to the contract shall be in the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

2.40 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 Gina Bergeron in the Purchasing Division. Contact may be made by phone at (985) 580-7272 or e-mail to gbergeron@tpcg.org.

2.41 Non-Exclusive Contract

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

2.42 Contract Documents

The Contract Documents shall include the Invitation to Proposers, Instruction to Proposers, Scope of

Work/Services, Addenda, Proposal Forms, Insurance Certificates, Proposal Responses, Attachments, and all properly authorized modifications. Any change in the Contract must be accomplished by a formal Contract Amendment signed and approved by the duly authorized Representative of the Contractor and of the Terrebonne Parish Consolidated Government. The Contract Documents shall be construed in accordance with the State of Louisiana Laws.

2.43 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 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.

2.44 Termination

2.44.1 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.

2.44.2 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.

2.44.3 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.

2.45 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.

2.46 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.

2.47 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.

2.48 Civil Right Compliance

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

2.49 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.

2.50 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 final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

2.51 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.

2.52 Substitution of Personnel

The TPCG intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the TPCG for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

2.53 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.

2.54 Claims or Controversies

The venue of any suit filed in connection with any claim shall be the Thirty-second (32nd) Judicial Court, Parish of Terrebonne, State of Louisiana.

2.55 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. Termination and Settlement

Proposer acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be affected and the basis for settlement. In addition, such provisions shall describe conditions for termination due for fault and for termination due to circumstances outside the Contractors control.

2.56 Access to Records

Proposer acknowledges that all contracts (except those for less than the small purchase threshold) shall

include provisions authorizing the recipient, U S Funding Agency, the Comptroller General, or an of their dully authorized representatives access to all books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

2.57 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.

2.58 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".

2.59 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.

2.60 David-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.

2.61 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. 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”.

2.62 Clean Air Act

Proposer acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants.

2.63 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.

2.64 Byrd-Anti-Lobbying Amendment

Proposer acknowledges that Sub-recipients applying or proposing for an award of \$100,000 or more shall certify that they have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connections with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352.

2.65 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.

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.

2.66 Warranties

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

2.67 Code of Ethics

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

2.68 Attestations Affidavit - attached hereafter

2.69 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.

PART III: EVALUATION

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

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

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

Evaluation Criteria	Possible Points
Technical approach to the project and adequacy to achieve requirements of Scope of Work / Services	0 – 25
Relevant experience and capabilities of Respondent and key personnel assigned to project	0 – 30
Cost	0 – 45
Total Maximum Points	100

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

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

3.1 Financial Proposal

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

A Proposer's base cost score will be based on the cost information provided and computed as

follows: $BSC = (LPC/PC \times FPP)$

Where: BCS = Computed cost score (points) for Proposer being evaluated

LPC = Lowest proposed cost of all Proposers

PC = Total cost of Proposer being evaluated

FPP = Financial Proposal Points

3.2 Technical Proposal

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

- Company Background and Experience
- Knowledge of FEMA regulations

- Approach and Methodology
- Risk Factor
- Operational Understanding and Approach
- Qualifications, Experience of Proposer, Project Team, Project Manager, Key Personnel and Resources and Availability
- Implementation Plan

Technical Specifications

Purpose

The Contractor shall furnish labor and equipment necessary to clear and/or maintain line clearance of TPCG's electric distribution system. It is the intention of these specifications that all materials (i.e. chemicals) are to be furnished by the TPCG. The Contractor will only provide the labor and equipment necessary to complete work assignments. Work assignments will be issued by a Work Order.

Scope

Work under this Contract shall consist of furnishing labor and equipment necessary for Right of Way Clearance and Tree Trimming around overhead electric distribution facilities, including work around energized circuits up to 35kV. Work under the Contract shall consist of furnishing labor and equipment necessary for Right of Way Clearance and Tree Trimming around underground electric distribution facilities, including work around energized circuits up to 13.8kV.

Codes and Permits

Work shall be performed in accordance with the National Electric Code and The National Electrical Safety Code edition in effect at the time of the construction said Work shall also comply with all the local codes and ordinances.

Guarantee Workmanship

Contractor(s) shall guarantee workmanship for one (1) full year after acceptance of the Work. Contractor shall repair all workmanship defects promptly and absorb all related costs.

Materials Furnished by Owner

Owner shall furnish all materials. Materials furnished to the Contractor by the Owner are generally located at the City of Houma Service Complex, 301 Plant Road, Houma, Louisiana 70363. It shall be the responsibility of the Contractor to transport material from storage location to the job site, and return any excess materials upon completion of the Work. Should Contractor be required to provide materials it will be allowed to add 10% to invoice cost of materials.

Signs and Barricades

The necessary precautions shall include, but not to be limited to, such items as proper construction warning signs, signals, lighting devices, markings, barricades, channelization, and hand signaling devices (flagging operations) as prescribed and set forth in the Louisiana Department of Transportation and Development "Standard Specifications for Roads and Bridges," latest edition thereof, "LADOTD Manual of Uniform Traffic Control Devices". The Contractor shall be responsible for installation and maintenance of all devices and requirements for the duration of the construction period.

Payment

Contractor shall invoice the Owner for Work performed on a monthly basis. The Work performed shall meet the approval of Owner. Owner shall process payment after verification of the invoice.

Work Schedule, Overtime and Premium Pay

TPCG shall have an option to designate the Contractor's regular work schedule as four (4) ten (10) hour days or five (5) eight (8) hour days. A unit overtime rate of 1.5 times the unit labor rate shall be applicable for all hours in excess of forty (40) for each person in a work week. For purposes of determining overtime, the work week is designated as the one (1) week period commencing on Sunday. No overtime or premium rate shall be applied on equipment.

Emergencies

TPCG may require the Contractor to provide additional crews to assist in emergencies such as tornadoes, storms and hurricanes. Compensation will be based on itemized units provided on page 27.

After Hours Stand-By Services

~~TPCG may require the Contractor to provide personnel for stand-by to respond to after-hours, weekend, or holiday~~

trouble calls. Compensation will be based on itemized units provided in the Contract subject to the following:

- I. Staffing for after hours, weekend, and holiday stand-by service shall include one (1) Foreman and one (1) Tree Trimmer and one (1) Groundman unless otherwise directed;

2. Contractor's personnel shall be domicile within a thirty (30) minute response zone.

Non-Exclusive

Contractor's services are not exclusive. The Terrebonne Parish Consolidated Government may obtain additional crews from other sources without obligation to Contractor as deemed necessary or beneficial.

Equipment Storage

Contractor will be provided space for storing equipment within the yard at 301 Plant Road, City Complex, Houma, Louisiana, 70363. The Terrebonne Parish Consolidated Government shall not be responsible for security of the equipment stored at the yard.

Personnel

The Contractor shall make available for the term of this contract a minimum of one (1) Foreman, one (1) Trimmer and one (1) Groundman. The minimum experience requirements of each position shall be seven (5) years for Foreman, five (3) years for Trimmer and one (1) year for Groundman. All Trimmers and Foreman classifications shall be qualified climbers/rescuer certified. The Terrebonne Parish Consolidated Government reserves the right to require written work and safety records for each individual employed by the Contractor who performs Work under this contract.

The Terrebonne Parish Consolidated Government reserves the right to increase or decrease the number of personnel required for duration of contract without any adjustment to payment items.

Equipment

Contractor shall have available at least one (1) Aerial Bucket Truck (working height of 60-70 foot), One (1) Chipper Truck, Stump Grinders, Hydraulic Pruning Tools, Hand Pruners (30 Foot minimum reach), Power Saws, long reach power saws and other required equipment, all necessary safety equipment for personnel and traffic control. Contractor shall also have access to marsh equipment, four wheelers and other equipment as needed to reach areas not accessible by roadway. All mobile equipment shall be equipped with GPS with TPCG Utilities granted full access to tracking software.

Submittals

Contractor shall submit a weekly report summarizing the Work performed during the week in a form acceptable to Owner. Also, all Dump Tickets from Landfill and Map Markings shall be turned in to gauge and document amount of work performed.

Owner's intention is to provide the Contractor with work orders to perform a task. Once work order is complete it shall be completed electronically.

Miscellaneous Items

Contractors submitting shall note no payment will be made for small hand tools, rope, incidental supplies, and idle auxiliary equipment. If TPCG requires specialized equipment or equipment not listed in scheduled contract items and unit prices, TPCG and Contractor shall review and agree on applicable billing rate(s) and terms.

Additional Crew(s) for Emergencies

Contractor shall have adequate fuel for its vehicles to operate for a minimum of twenty-four (24) hours after arriving to Houma after which TPCG shall provide all the necessary fuel until electric service has been restored. Contractor shall be paid based on itemized units provided in this section. Any additional equipment that may become necessary that is not included shall be negotiated.

Emergencies and Standby Payment

Contractor's crews who have been required to report to a location specified by TPCG will be paid twelve (12) hours per day until time they are allowed to work.

TPCG Director of Utilities, or his designee, shall approve working time whenever crews are expected to work more than twelve (12) hours per day.

Once TPCG starts providing meals, no reimbursements will be made for any meal expense that Contractor may incur.

There shall be an allowance for forty-nine (\$49) dollars per person, nine (\$9) dollars for breakfast, fifteen (\$15) for lunch and twenty-six (\$26) dollars for dinner. There shall be no allowances for crews that were already working for TPCG Electric System.

PRICE PROPOSAL PAGE

Power Line Right of Way Clearance & Tree Trimming

1. The undersigned Proposer proposes and agrees to enter into an agreement with TPCG substantially in the form of a Contract, or otherwise as prescribed by TPCG, to perform and furnish all work as specified for the Proposal Price indicated in this Proposal and in accordance with the other items and conditions of this Request for Proposals.
2. Proposer accepts all of the terms and conditions of this Request for Proposals. This Proposal will remain subject to acceptance for ninety (90) days after the day of Proposal opening. Proposer will sign and deliver the required number of counterparts of the agreement with the bonds and other documents required by the Contract Documents within ten (10) days after the date received from TPCG.
3. In submitting this Proposal, Proposer represents, as more fully set forth in the agreement, that:
 - a. Proposer has examined and carefully studied the Request for Proposals documents.
 - b. Proposer has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
 - c. Proposer is familiar with and is satisfied as to all local, state, and federal laws, rules, permits, regulations, and standards that may affect cost, progress, performance and furnishing of the work.
 - d. Proposer is aware of the general nature of work to be performed by TPCG and others at the sites that relates to work for which this Proposal is submitted as indicated in the Request for Proposals.
 - e. Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site, and all additional examinations and data with the Request for Proposals.
 - f. Proposer has given TPCG written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Request for Proposals and the written resolution thereof by TPCG is acceptable to Proposer, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Proposal is submitted.
 - g. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over TPCG.
4. The Proposer declares that, to the best of his knowledge and experience with Federal and State reimbursement procedures and requirements, that all of the proposed costs and payment methods are reasonable and customary for the services listed.
5. Proposer will complete the work in accordance with the Request for Proposals for the prices listed on this Price Proposal Form.

PRICE PROPOSAL PAGE OPTION 1

Power Line Right of Way Clearance & Tree Trimming

Item Number	Approx. Quantity	Description	Unit Price	Extended Price
1	2000 hours	Foreman with Truck		
2	2000 hours	Trimmer		
3	2000 hours	Groundman		
4	2000 hours	Aerial Bucket Truck (60' – 70' with Material handler)		
5	2000 hours	Aerial Bucket Truck (55' with Material Handler) as option to replace 60' – 70' unit		
5	2000 hours	Disk Chipper		
6	2000 hours	Power Saws (ALL)		
		TOTAL PRICE		

TOTAL PRICE WRITTEN OUT IN WORDS _____

Proposer acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

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

NAME OF PROPOSER: _____

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

SIGNATURE OF AUTHORIZED SIGNATORY PROPOSER _____

TITLE OF AUTHORIZED SIGNATORY PROPOSER: _____

EMAIL OF PROPOSER: _____

DATE: _____

**** Signature Authorization. Written evidence of the person signing the proposal shall be submitted at the time of submission, in accordance with LA R.S. 38:2212(B)(5)**

PRICE PROPOSAL PAGE OPTION 2

Power Line Right of Way Clearance & Tree Trimming

Item Number	Approx. Quantity	Description	Unit Price	Extended Price
1	200	Circuit Mile Trimming (All inclusive)		
		TOTAL PRICE		

TOTAL PRICE WRITTEN OUT IN WORDS _____

Proposer acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

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

NAME OF PROPOSER: _____

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

SIGNATURE OF AUTHORIZED SIGNATORY PROPOSER _____

TITLE OF AUTHORIZED SIGNATORY PROPOSER: _____

EMAIL OF PROPOSER: _____

DATE: _____

** Signature Authorization. Written evidence of the person signing the proposal shall be submitted at the time of submission, in accordance with LA R.S. 38:2212(B)(5)

**PRICE PROPOSAL PAGE OPTION 3
STORM / DISASTER RESPONSE
OFF SYSTEM PERSONNEL AND EQUIPMENT**

Power Line Right of Way Clearance & Tree Trimming

Item Number	Approx. Quantity	Description	Unit Price	Extended Price
1	hours	Foreman with Truck		
2	hours	Trimmer		
3	hours	Groundman		
4	hours	Aerial Bucket Truck (60' – 70' with material handler)		
5	hours	Disk Chipper		
6	hours	Power Saws		
7	hours	4 Wheel Drive Tractor With Brush Cutter		
8	hours	4 x 4 side by side ATV With Trailer		
TOTAL PRICE				

TOTAL PRICE WRITTEN OUT IN WORDS _____

Proposer acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

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

NAME OF PROPOSER: _____

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

SIGNATURE OF AUTHORIZED SIGNATORY PROPOSER _____

TITLE OF AUTHORIZED SIGNATORY PROPOSER: _____

EMAIL OF PROPOSER: _____

DATE: _____

**** Signature Authorization. Written evidence of the person signing the proposal shall be submitted at the time of submission, in accordance with LA R.S. 38:2212(B)(5)**

OPTION 2 – 150 CIRCUIT MILES

OPTION 3- STORM RESPONSE - SAME AS OPTION 1 BUT INCLUDE ATV, TRACTOR WITH 6' BUSHOG AND FRONT-END LOADER, AMPHIBIOUS VEHICLE

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)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S 14:1324)

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.

ATTESTATIONS AFFIDAVIT (continued)

Signature :X _____

Name: _____

Title: _____

Company Name: _____

WITNESSES:

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

Notary Public

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

PARISH OF _____

_____, Being first duly sworn deposes and says:
that he is _____
(A partner or officer of the firm of, etc.)

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

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 _____,
2019

Notary Public

INDEMNIFICATION AGREEMENT

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

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

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

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

Accepted By: _____

Company Name

Authorized Signature

Title

Date Accepted

Is Insurance Certificate Attached? _____

Purpose of Contract: _____

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

Insurance Requirement

I. INSURANCE REQUIREMENTS:

CONTRACTOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THE CONTRACT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) (HEREIN AFTER REFERRED TO AS OWNER) THROUGH ITS RISK MANAGEMENT DEPARTMENT, WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD THIS CONTRACT. 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. 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 in the name of Contractor shall contain the following coverages and limits:

1. WORKERS' COMPENSATION:

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employer's Liability coverage with minimum acceptable limits of \$1,000,000/\$1,000,000/\$1,000,000;
- c. If the project or any of the work involves wharves, piers, docks, decking, floodwalls, levees, battures or other structures or construction near, over, contiguous to or alongside any body of water the policy shall also include USL&H coverage with minimum limits of \$1,000,000; and Maritime Employer's Liability insurance with minimum limits of \$1,000,000; and
- d. A Waiver of Subrogation endorsement 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 limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate;

- b. Coverage to be written on a per project aggregate basis;
- c. Coverage to include explosion, collapse, and underground (XCU) hazard and contractual liability;
- c. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers CG 20 10 Form B (edition 07 04) or approved equivalent; and
- d. A Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

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

3. AUTO LIABILITY:

- a. Minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage;
- b. Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non-owned Autos. If CONTRACTOR owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- d. A Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- e. If including loading and unloading, policy to include the Broad Form Transportation Pollution Form CA 99 48, or the most current form available.

4. CONTRACTOR'S POLLUTION:

If the construction project involves pollutants of any kind, in any manner, including cleanup, this section applies:

- a. Covering losses caused by pollution conditions that arise from the operations of CONTRACTOR;
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- b. Minimum acceptable limits: \$1,000,000 per incident; \$2,000,000 aggregate;
 - c. Broad Form Named Insured endorsement;
 - d. Fines, penalties and punitive damages to be included;
 - e. Clean up costs to be included;
 - f. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers and should stipulate that the insurance afforded CONTRACTOR shall be primary insurance and that any insurance carried by the Owner shall be excess and not contributing insurance;
 - g. A Waiver of Transfer of Rights of Recovery Against Others to Us endorsement

in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
h. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the Contract; and
i. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years, beginning when this Contract is completed or terminated.

5. MARITIME LIABILITY / HULL PROTECTION & INDEMNITY, IF APPLICABLE:

If any boats, barges, or vessels, or vessels supporting equipment are used in contracted activities then CONTRACTOR shall obtain a specific Hull/P&I policy covering such operations with third party liability limits of no less than \$2,000,000. The policy shall provide:

- a. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers;
- b. A Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- d. The policy shall provide coverage for removal of any wrecked or sunken vessel or equipment resulting from CONTRACTOR's operations.

6. PROFESSIONAL LIABILITY (ENGINEER'S ERRORS & OMISSIONS LIABILITY):

- a. Minimal acceptable limits: \$1,000,000 Per Loss; \$1,000,000 aggregate;
- b. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract;
- c. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed;
- d. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the ENGINEER's scope of Work as described in the Contract and its amendments; and
- e. OWNER shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level.

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7. UMBRELLA LIABILITY:

- a. Minimum acceptable limits: \$5,000,000 per occurrence; and
- b. Follow form of the underlying policies with the following underlying policies scheduled: Employer's Liability, General Liability, Automobile Liability, and Pollution Liability, if applicable.

II GENERAL SPECIFICATIONS:

A. Contractor's Liability Insurance:

CONTRACTOR 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 coverage for claims and/or suits which may

arise out of or result from CONTRACTOR'S performance and furnishing of the Work, whether it is performed by CONTRACTOR, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

If applicable, CONTRACTOR shall require all subcontractors to maintain, in limits equal to or greater than CONTRACTOR's, the same insurance coverage for Work performed or materials provided for the Work. CONTRACTOR shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any Work under this contract. At no time shall CONTRACTOR allow any subcontractors to perform Work without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, CONTRACTOR 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 for the Contract is to be purchased and maintained by CONTRACTOR from insurance companies that are duly licensed and authorized 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 (or the current requirements of the State of Louisiana Public Bid Law (RS: 38:2211-2296)) as of the most current edition of A.M. Best's Key Rating Guide. Any variance must be approved by the Owner.

b. If any insurance company providing any insurance coverage furnished by CONTRACTOR is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Document, CONTRACTOR shall, within thirty (30) days thereafter, substitute another insurance company acceptable to the Owner. The Owner reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

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2. Partnerships and Joint Ventures: If CONTRACTOR 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. CONTRACTOR shall deliver to the Owner Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which CONTRACTOR has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the award of CONTRACTOR, CONTRACTOR shall furnish to Owner the required certificates of insurance.

b. The Owner may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work and/or during the progress of the Work.

c. **The Owner 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 bidder. The Owner 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 the Owner within ten (10) days of the written request.

d. Any and all communications regarding the insurance policies shall include the Project name, Project number, Proposal number and Owner's address as identified in the Contract.

4. Objection by the Owner: If Owner has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by CONTRACTOR in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, Owner shall notify CONTRACTOR in writing within fifteen (15) days after receipt of the Certificates. CONTRACTOR shall provide a written response to Owner's objections within ten (10) days from the date of the letter request.

5. Contractor's Failure: Upon failure of CONTRACTOR or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of the Owner, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of CONTRACTOR to purchase and maintain insurance shall not relieve CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of CONTRACTOR concerning indemnification.

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6. No Waiver of Liability: Acceptance of evidence of the insurance requirements by the Owner in no way relieves or decreases the liability of CONTRACTOR for the performance of the Work under the Contract. Additionally, CONTRACTOR is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed CONTRACTOR'S limits of liability or which may be outside the coverage scope of CONTRACTOR'S insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of CONTRACTOR that may arise from the performance of Work under the Contract. CONTRACTOR'S coverage is to be primary for any and all claims and/or suits related to, or arising from, the Work; and any insurance coverage maintained by the Owner is to be deemed as excess of CONTRACTOR'S insurance coverage and shall not contribute with or to it in any way.

7. No Recourse Against the Owner: The insurance companies issuing the policies shall have no recourse against the Owner 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 CONTRACTOR.

8. The Owner's Liability Insurance: In addition to the insurance required to be provided by CONTRACTOR above, the Owner, at its option, may purchase and maintain at Owner's expense its own liability insurance as will protect the Owner against claims which may arise from operations under the Contract.